

**FILED<sup>2</sup>**

**JUN 7 2001**

**Missouri Public  
Service Commission**

Exhibit No.:

Issue(s):

Witness:

Sponsoring Party:

Type of Exhibit:

Case No.:

Date Prepared:

Effects on Bargaining

Unit Employees

Joseph Schulte

PACE Local 5-6

Surrebuttal Testimony

GM-2001-342

June 6, 2001

**SURREBUTTAL TESTIMONY**

**OF**

**JOSEPH SCHULTE**

**Submitted on Behalf of  
Intervenor Paper, Allied-Industrial,  
Chemical, and Energy Workers  
Local 5-6, AFL-CIO**

**LACLEDE GAS COMPANY**

**Case No. GM-2001-342**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Laclede )  
Gas Company for an Order Authorizing )  
Its Plan to Restructure Itself Into a Holding )  
Company, Regulated Utility Company, and )  
Unregulated Subsidiaries. )

Case No. GM-2001-342

**AFFIDAVIT OF JOSEPH SCHULTE**

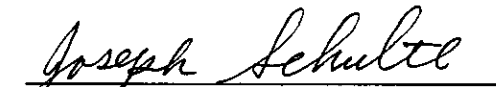
STATE OF MISSOURI       )  
                                      ) ss  
COUNTY OF ST. LOUIS    )

Joseph Schulte, of lawful age and being first duly sworn, deposes and states:

1. My name is Joseph Schulte. I am Business Representative of Intervenor Paper, Allied-Industrial, Chemical, and Energy Workers Local No. 5-6, AFL-CIO ("PACE Local 5-6").

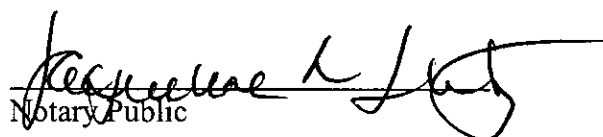
2. Attached hereto and made a part hereof for all purposes is my surrebuttal testimony consisting of pages 1 through 10 and schedule(s).

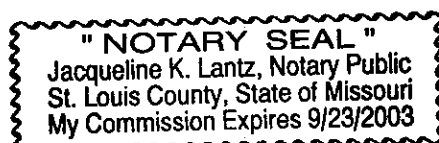
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Joseph Schulte

Subscribed and sworn to me this 6<sup>th</sup> day of June, 2001.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public



**SURREBUTTAL TESTIMONY**

**OF**

**JOSEPH SCHULTE**

**LACLEDE GAS COMPANY**

**CASE NO. GM-2001-342**

1 **Q. Please state your name, business address, and employment.**

2 A. Joseph Schulte. I am a full-time Business Representative of Paper, Allied-  
3 Industrial, Chemical, and Energy Workers Local 5-6 ("Local 5-6"), 7750 Olive  
4 Boulevard, St. Louis, Missouri 63130. I am also on leave from a Local 5-6  
5 bargaining unit position at Laclede Gas Company.

6 **Q. What is Local 5-6?**

7 A. Local 5-6 is a labor union that represents employees of Laclede Gas Company  
8 (the "Company") in various "physical" job classifications such as production,  
9 maintenance, operations, and distributions jobs.

10 **Q. Is Local 5-6 aligned in interest with any other party in this case?**

11 A. Yes. Paper, Allied-Industrial, Chemical, and Energy Workers Local 5-194  
12 represents the Company's employees in certain clerical job classifications. Local  
13 5-6 and Local 5-194 share an attorney and are working together in this case.

14 **Q. Could you describe the basic relationship between Local 5-6 and the**  
15 **Company?**

16 A. For many years, Local 5-6 and the Company have been parties to successive  
17 collective bargaining agreements. A true copy of the current collective bargaining

1 agreement between Local 5-6 and the Company, which is effective by its terms  
2 from August 1, 2000, until July 31, 2004, is attached as "Schedule JS-1" and is  
3 incorporated by reference here. Further, because Local 5-6 is the exclusive  
4 bargaining representative of the employees in its bargaining unit, federal law  
5 gives Local 5-6 certain rights and places certain restrictions on the Company. For  
6 example, federal law prohibits the Company from making certain operational  
7 changes and from implementing certain policies without first bargaining with  
8 Local 5-6.

9 **Q. Have you previously filed testimony with the Missouri Public Service**  
10 **Commission?**

11 A. Yes, in Laclede Gas Company, Case No. GO-95-320.

12 **Q. Did you, did any other representative of Local 5-6, or did any representative**  
13 **of Local 5-194 file any rebuttal testimony in this case?**

14 A. No.

15 **Q. Why not?**

16 A. Representatives of Local 5-6 and Local 5-194 and our attorney have met with  
17 representatives of all parties in this case on several occasions, and our attorney  
18 has had numerous other discussions with representatives of all parties here. From  
19 these meetings and discussions, we understand that all parties are committed to  
20 trying to enter into a Stipulation and Agreement that would at least narrow the  
21 issues to be presented to the Commission in this case. Further, we understand

1       that, with some possible minor exceptions, none of the parties here have any  
2       disputes with any of the conditions requested by the unions.

3       **Q.   Why are you now filing surrebuttal testimony?**

4       A.   Portions of the filed rebuttal testimony, specifically portions of the rebuttal  
5       testimony filed by MPSC Staff witness Stephen M. Rackers and Office of the  
6       Public Counsel ("OPC") witness Ryan Kind, have raised issues of concern for the  
7       unions that were not raised by the direct testimony of the Company's witnesses.

8       **Q.   Do you intend to identify and address these issues of concern?**

9       A.   Yes.

10      **Q.   Will your surrebuttal testimony address any other union concerns?**

11      A.   Yes. Since the unions now feel required to file testimony in this case, I will also  
12      set forth the conditions previously requested by the unions, to which I understand  
13      there is very little, if any, opposition from the other parties in the case. I do this in  
14      the hope of facilitating settlement of the unions' issues here.

15      **Q.   What portions of Mr. Rackers' rebuttal testimony raises issues for the**  
16      **unions?**

17      A.   Schedule SMR-2 attached to Mr. Rackers' testimony is titled "The Staff's  
18      Proposed Conditions For Approval Of Laclede Gas Company's Application For  
19      Reorganization." The unions agree with many of these conditions, but seek to be  
20      included in the disclosure of information from any reorganized Laclede, as I will  
21      discuss later in my testimony. However, some of Staff's proposed conditions as  
22      set forth in Paragraph 5 and its subparagraphs are problematic for the unions.

1 **Q. In what way are Staff's proposed conditions as set forth in Paragraph 5 and**  
2 **its subparagraphs in Schedule SMR-2 problematic for the unions?**

3 A. Paragraph 5 of Schedule SMR-2 in general deals with a proposed Cost Allocation  
4 Manual ("CAM"). However, in Paragraph 5, subparagraph h, sub-subparagraphs  
5 (1) through (5), the Staff, through Mr. Rackers, recommends that the Commission  
6 require the Company to establish a Code of Conduct to ensure adherence to the  
7 policies and practices of the CAM, and to enforce penalties, including possible  
8 termination, for non-compliance with these policies and procedures.

9 **Q. How is this a problem for the unions?**

10 A. If these policies and penalties apply only to non-bargaining unit employees (e.g.,  
11 managerial employees), the unions do not have a problem with these  
12 recommendations. However, if the policies and penalties sought by Staff would  
13 apply to bargaining unit employees, I note:

14 (1) The Company cannot implement any new policies or penalties  
15 relating to discipline or discharge that would be inconsistent with the terms of the  
16 collective bargaining agreement. (See, for example, Article II; Article III; Article  
17 VIII, Sections 14 and 19 of Schedule JS-1, attached, providing for discipline or  
18 discharge only for just cause and providing a contractual grievance and arbitration  
19 system to resolve disputes over discipline and discharge).

20 (2) Even if proposed policies or penalties are not inconsistent with the  
21 collective bargaining agreement, the Company cannot implement new policies or  
22 penalties under federal labor law without at least bargaining with the unions.

(See, for example, Section 8(a)(5) of the National Labor Relations Act of 1935, as amended, 29 U.S.C. § 158(a)(5))

**Q. What do the unions recommend as a solution?**

A. To the extent the Commission accepts Staff's recommendations for a Code of Conduct relating to a CAM, the unions recommend that the Code of Conduct be limited to non-bargaining unit employees. At the very least, a Commission Report and Order could set forth that, "Nothing herein shall be deemed to change in any way any of the rights and obligations of the Company or the unions under their collective bargaining agreements or under federal labor law."

**Q. What portion of Mr. Kind's rebuttal testimony raises issues for the unions?**

A. On page 17 of Mr. Kind's testimony, OPC recommends through him that the Commission order The Laclede Group and the Company "to make available to the Staff and the Public Counsel, at reasonable times and places, all books, records, employees and officers of The Laclede Group, Laclede and any affiliate of Laclede..." (Emphasis added) (Kind Rebuttal, p. 17, ll. 26-32)

**Q. To what concern is this OPC recommendation directed?**

A. As Mr. Kind's testimony sets forth:

OPC believes that Laclede's proposed restructuring will be detrimental to the public interest unless Laclede and its holding company agree to a condition that ensures that the Commission and OPC will have adequate access to the books and records and personnel of Laclede and its affiliates to maintain some oversight over affiliate transactions, diversification activities, merger activities, and financing of the parent holding company and its affiliates. (Emphasis added)

(Kind Rebuttal, p. 17, ll. 21-26)

1 **Q. What is the unions' problem with Mr. Kind's concern and proposed**  
2 **condition?**

3 A. In general, the unions share Mr. Kind's concern and support his proposed  
4 condition. However, the unions are worried that the phrasing of the proposed  
5 condition is sufficiently broad to give the Staff and OPC access to bargaining unit  
6 employees. Depositions or other forms of inquiry from the Staff or OPC are  
7 likely to take place in coercive or intimidating circumstances, and bargaining unit  
8 employees, in contrast to management employees, are unlikely to have legal or  
9 other representation in these circumstances. Further, the unions fear that the  
10 results of such inquiries from the Staff or OPC could be used by the Company as  
11 bases for discipline or other action.

12 **Q. What do the unions recommend as a solution?**

13 A. To the extent the Commission accepts OPC's recommendations to require the  
14 Company and the Laclede Group to give Staff and OPC access to employees, that  
15 access should be limited to non-bargaining unit employees. Alternatively, if the  
16 Commission believes that Staff and OPC should have access to bargaining unit  
17 employees, the unions request that the Commission direct Staff and OPC to give  
18 reasonable notice of any requested inquiry to the bargaining unit employee's  
19 union, and to permit the union to be present and to represent the employee during  
20 the inquiry.

21 **Q. Have the unions requested concessions or consideration from the Company**  
22 **in connection with the Company's application here?**



1 A. Yes.

2 **Q. To your knowledge, does the Company oppose the unions' requests?**

3 A. My understanding is that the Company is in at least substantial agreement with  
4 the unions' requests.

5 **Q. To your knowledge, does any other party oppose any of the unions' requests?**

6 A. Not to my knowledge, except possibly for the unions' proposals as outlined above  
7 in response to the recommendations of Mr. Rackers and Mr. Kind.

8 **Q. Please summarize the unions' separate requests for concessions or**  
9 **considerations here.**

10 A. The unions' separate requests for concessions or considerations here are  
11 summarized as follows:

12 (1) The Company will submit its revised Cost Allocation Manual to  
13 the unions, in addition to Staff and OPC.

14 (2) The Company will submit annually to the unions, in addition to  
15 Staff and OPC, under appropriate confidentiality protections, information  
16 concerning affiliate transactions.

17 (3) The Company and The Laclede Group will provide to the unions  
18 upon reasonable request, in addition to Staff and OPC, under appropriate  
19 confidentiality protections, all books, records, and employees<sup>1</sup> of any of the  
20 Laclede corporate entities to verify compliance with the CAM and with any  
21 conditions agreed to by the parties or imposed by the Commission, provided that

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<sup>1</sup> With the limitations and/or protections requested above.

1 the corporate entities may object to such production.

2 (4) The Company will provide to the unions, in addition to Staff and  
3 OPC, revised organizational charts showing any future modifications to the  
4 Laclede corporate structure.

5 (5) The Company and/or The Laclede Group or any affiliate thereof  
6 will provide advance notice to the unions in the event that the Company or The  
7 Laclede Group or any affiliate thereof is contemplating the transfer of any  
8 department or function which would affect bargaining unit employees, or is  
9 contemplating the transfer of any bargaining unit employees, from the Company  
10 to The Laclede Group or any affiliate thereof. The Company would acknowledge  
11 that this condition would not diminish any other rights the unions have to notice  
12 and bargaining under their collective bargaining agreements or other applicable  
13 laws.

14 (6) All parties would agree, or the Commission would set forth in its  
15 Report and Order here, that no agreement or order here should be deemed to  
16 change in any way any of the rights and obligations of the Company or the unions  
17 under the collective bargaining agreements between them or under any "non-  
18 MPSC" law.

19 **Q. Do you have any other purpose in filing this surrebuttal testimony?**

20 A. Yes. Local 5-6 speaks in support of the recommendation of OPC, as set forth in  
21 the rebuttal testimony of OPC witness Russell W. Trippensee, that the Company  
22 "be required to seek Commission approval prior to the transfer of any assets or

1 functions currently preformed by Laclede Gas Company for regulated services  
2 provided by Laclede Gas, for unregulated services provided by Laclede Gas, or  
3 for subsidiaries/affiliates of Laclede Gas Company as a condition for the approval  
4 of [the Company's] request." (Trippensee Rebuttal, p. 13, ll. 6-10)

5 **Q. Does Mr. Trippensee identify any particular issue relating to such possible**  
6 **transfers that also concerns the unions?**

7 A. Yes. Mr. Trippensee raises the possibility that a reorganized Laclede (or its  
8 holding company) could create a "service type company" to provide  
9 administrative, payroll, financing, or other general business functions to all the  
10 subsidiaries of The Laclede Group. Mr. Trippensee further notes that, although  
11 Laclede has not included a service company in its proposed restructured corporate  
12 profile, the creation of such a company would be consistent with actions of other  
13 utilities that have formed holding companies. (Trippensee Rebuttal, p. 13, ll. 10-  
14 14)

15 **Q. Before the filing of rebuttal testimony, had the possible creation of a service**  
16 **company ever been discussed in this case?**

17 A. Not to my knowledge; certainly not in the presence of the unions.

18 **Q. Please explain why the unions support OPC's recommendation of**  
19 **Commission approval prior to the transfer of any assets or functions to an**  
20 **affiliated service company.**

21 A. As is explained in the surrebuttal testimony of Barbara Temm, President of Local  
22 5-194, the creation of a service company and the transfer to it of the possible

1 functions outlined by Mr. Trippensee could conceivably decimate the clerical  
2 bargaining unit represented by Local 5-194. I completely agree with Ms. Temm's  
3 testimony on this issue and hereby adopt it as my own.

4 **Q. Absent the creation of a service company, are there any other ways in which**  
5 **the Company's transfer of assets and/or currently-performed functions to an**  
6 **affiliate could adversely affect bargaining unit employees?**

7 A. Yes. "Physical" employees represented by Local 5-6 currently perform  
8 maintenance work for at least one affiliate of the Company. Further, I understand  
9 that clerical bargaining unit employees represented by Local 5-194 perform work  
10 for Laclede Gas Family Services, Inc. Thus, if these functions were transferred  
11 away from the Company, bargaining unit employees could suffer.

12 **Q. Does this conclude your surrebuttal testimony?**

13 A. Yes.

**Schedule JS-1**

# **LABOR AGREEMENT**

*Between*

**LACLEDE GAS COMPANY**

*and*

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

**LOCAL UNION No. 5-6**



**Effective August 1, 2000**

**Attend Your  
Local Union Meetings  
Regularly**

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**Regular Union Meetings  
Held at 8:00 P.M. on the  
First Wednesday of Every Month  
Glaziers Hall—5916 Wilson**

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**Night Employees Meet  
at 10:00 A.M.  
On the Same Day—At Gas Workers Hall,  
7750 Olive Street Road**

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**A  
Good Member  
is an  
Active Member**

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**LABOR AGREEMENT**  
**between**  
**LACLEDE GAS COMPANY**  
**and**  
**PAPER, ALLIED-INDUSTRIAL,**  
**CHEMICAL & ENERGY WORKERS**  
**INTERNATIONAL UNION**  
**Local Union No. 5-6**

THIS AGREEMENT, made and entered into this 31st day of July, 2000, by and between LACLEDE GAS COMPANY (its successors and assigns), hereinafter called the "Company," and PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL UNION, LOCAL UNION NO. 5-6, or its successor, affiliated with Paper, Allied-Industrial, Chemical & Energy Workers International Union, hereinafter called the "Union,"

**WITNESSETH:**

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

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

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

The Company agrees to and does hereby recognize the Union as the exclusive bargaining agency of the employees in the departments of the Company set out below, for the purposes of bargaining in respect to rates of pay, wages, hours of work, or other conditions of employment.

The departments are as follows: Gas Supply and Control Department, Construction and Maintenance Department, Service and Installation Department, Purchasing and Materials Management

Department, Meter Department, Transportation Department, Facilities Management Department, and Meter Reading Department.

The Union agrees that its jurisdiction shall be limited to the job classifications in the departments listed above as set forth in the Appendix to this Agreement.

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

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

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

#### **Section 3. Checkoff.**

The Company agrees that upon individual authorization from members, periodic Union dues, initiation fees and assessments shall be deducted by the Company from members' first pay of each month. These funds shall be forwarded to the Financial Secretary of Local Union No. 5-6 within seven (7) days after such payday. The payment by the Company to the Financial Secretary of the amounts indicated by such individual authorization shall be a complete discharge of the Company's obligation to pay such amount to the employee.

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

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

#### **Section 5. Shop Steward.**

Each department shall have a Shop Steward or Stewards, selected by the Union, whose duty shall be to see that all provisions

of this Agreement are observed. Shop Stewards shall be allowed sufficient time in discussing grievances with the employee involved, foreman, and Department Head without loss of pay during regular working hours.

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

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

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

- A. **First Step.** In the case of any grievance arising under this Agreement the employee or employees, the Shop Steward, or other Officers, within 20 working days after the occurrence of the events giving rise to the grievance, shall present the grievance to the immediate supervisor and attempt to settle such grievance consistently with the terms of this Agreement. Should the grievance not be resolved at this stage of the procedure it shall then be reduced to writing by the Shop Steward or the Officers on the form provided therefor and the grievance shall be processed in accordance with Step 2 of this Article. It is understood that any Company action is final and not subject to the terms of the grievance procedure unless the Union protests within the time limit of 20 working days, or unless the Company agrees to waive this time limit. It is further understood that when the aggrieved employee shall be determined to be in the right, such employee shall be compensated for any lost wages.
- B. **Second Step.** If the grievance is not resolved at the first step, the grievance shall be reduced to writing and submitted by the Business Manager, or Business Representative, to the Superintendent or Department Head within ten (10) working days from the time a decision is made on the grievance by the immediate supervisor. The Superintendent or Department Head shall present his answer to the Union within five (5) working days from the time the grievance is submitted to him. The Business Manager or Business Representative shall have the

option to request a meeting within five (5) days with the Superintendent or Department Head and to have present one (1) other Officer of the Union.

Time lost from regular work by employee(s) involved in any grievance, while conferring with Company representatives in the first and second steps of the grievance procedure for the purpose of settling such grievance, shall be compensated for by the Company.

C. **Third Step.** In the event a grievance is not resolved by Step 1 and Step 2, the grievance shall be referred to the Union Grievance Committee. The Union Grievance Committee shall meet with representatives of the Company's Industrial Relations Department at least once a month at 1:30 p.m. and attempt to resolve all grievances not previously disposed of. The parties hereby mutually express their intention that these grievance committee meetings should result in the resolution of all issues raised by a grievance or dispute in order to expedite the settlement of disputes. In the event an agreeable settlement of the grievance cannot be reached, the parties hereby agree to prepare a submission agreement setting forth the issues remaining unsettled. In the event the parties cannot satisfactorily agree on a submission, the Company and the Union will separately prepare a draft of the unsettled issues as each party believes them to be and submit them to the Arbitrator in the event the Union appeals the grievance to arbitration.

1. The Union Grievance Committee shall be made up of 5 members selected by the Union. The Company hereby agrees to pay the members of the Union Grievance Committee for the time lost from regular schedule at these meetings at base rate of pay.

2. The membership of the Union Grievance Committee may by mutual consent be expanded when the nature of specific grievances so requires.

D. **Expediting Grievances.** Unless the Union appeals to each of the 3 steps of the grievance procedure within the time limits prescribed therein, the grievance is to be considered settled and final.

By mutual consent of the Union and the Company, any or all of the previous steps of the grievance procedure may be waived in unusual circumstances. It is expressly agreed by the parties that,

in the event the Union desires to submit discharge grievances to arbitration, such grievances shall take precedence over all other pending grievances except other discharge grievances previously set for arbitration.

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

### Article III ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

#### **Article V SENIORITY**

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

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

The departmental seniority of any employee at any time is the length of such employee's continuous employment in the department in which he has his regular job.

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

In determining seniority, employment by The St. Louis County Gas Company shall be counted with the same effect as if it had been by Laclede Gas Company.

When new employees are employed in any department, they shall be considered temporary or probationary for their first ninety (90) days of work, after which time, they shall, according to seniority, move up and be considered established in seniority, which shall date back to the first day of employment. This shall not apply to construction laborers.

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

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

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

In the event it becomes necessary to reduce the working force in any department because of lack of work, employees in such department shall be laid off in inverse seniority order; that is, the employee with the least departmental seniority shall be the first laid off. Family status shall be given consideration when seniority is equal.

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

1. In the event of rehiring in a department in which a layoff has occurred, employees who have been previously laid off in such department shall be offered reemployment in the reverse order of their layoff.
2. Such offer of reemployment shall be mailed to the last known address of the former employee and shall require his acceptance and presence on the job within ten (10) days from the date thereof. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the ten (10) day period, such offer of reemployment and

the employee's reemployment rights and privileges shall be terminated.

3. If the employee accepts reemployment under 1 and 2 above, he shall, upon returning to work, be credited with the seniority which had accrued to him up to the date of his termination for lack of work.
4. Employees rehired under 1, 2, or 3 above shall accrue seniority during the time of their layoff provided they are reemployed and return to work within six months of the date of layoff. Employees rehired under 1, 2, and 3 above more than six months after the date of layoff shall not accrue seniority during the time of layoff and upon returning to work shall be credited only with the seniority which had accrued to them up to the date of layoff.
5. In the event of other vacancies, which under other provisions of this contract would be filled by hiring, the Company will notify employees who have been laid off of the existence thereof provided the employees' qualifications meet the requirements of such job vacancies. Employees notified of the existence of such vacancy shall within three (3) days of the date of said notice request an interview be arranged with the head of the department in which such vacancy exists. Failure to make such request within such three (3) day period shall forfeit any right the employee may have as to such vacancy.
6. Employees reemployed under 5 above shall upon returning to work be credited with Company seniority only which had accrued to them up to the date of their termination for lack of work.
7. Employees receiving actual notice of layoff and who thereafter leave the employ of the Company prior to the date of layoff to accept other employment shall be entitled to the reemployment rights and privileges contained hereinabove in subparagraphs 1 to 6 inclusive of this section, except that the date the employee leaves the employ of the Company shall determine the accrual or nonaccrual of seniority provided for in subparagraph 4.

An offer of reemployment, or notification of a vacancy which otherwise would be filled by hiring, shall be deemed to have been given the former employee when posted by registered mail, addressed to the last known address of such employee. The

Company will maintain an active file of all mailing addresses furnished by employees who have been laid off but assumes no obligation to notify such employees otherwise than as in this subsection provided.

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

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

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

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

### Section 3. Posting of Seniority Lists.

The Company will post revised seniority lists on bulletin boards and tool carts semiannually during January and July. On the revised seniority lists to be posted during July, 1955, and on all future lists, the Company and departmental seniority of those former employees of the St. Louis County Gas Company who were reemployed by the Company after their services had been terminated in 1949, shall be the same as if there had been no interruption of continuous employment as a result of said termination. The restoration of the aforementioned seniority shall not result in the displacing of any employee in any job held as of July 1, 1955. Effective as of the date of final acceptance of this Labor Agreement by the Union, and only from that date forward, the Company and departmental seniority of employees laid off in the Construction and Maintenance Department in the layoffs of November 28, 1952, and April 24, 1953, and subsequently reemployed, shall be the same as if the

seniority provisions of the Labor Agreement effective July 1, 1953, had been in effect at the time they were laid off. It is agreed that no further claims for retroactive application of the seniority provisions set forth in the Labor Agreement effective July 1, 1953, shall be made.

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

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

### **Article VI BIDDING PROCEDURE AND JOB VACANCIES**

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

Vacancies occurring in a department shall be posted on the department bulletin boards and in cases of vacancies in the Construction and Maintenance Department shall also be posted on tool carts for bids within a period of two (2) working days so that employees may bid. After bids are received the position shall be filled within five (5) working days. Sundays and holidays shall not be considered work days under this provision. An employee absent from work during the full four (4) day posting period, including an employee on FMLA leave during that period, shall upon returning to work contact his Department Head to determine what jobs were bid during his absence and such employee shall be permitted to bid on any such jobs within four (4) working days after his return to work.

Notice of vacancies in a department may be posted at any time after the Company has knowledge that a vacancy will occur, but such notice shall be posted no later than two (2) working days after the vacancy actually occurs.

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

When an employee bids on a vacancy and is placed on the job and for any reason during his training period is restored to his former position or bids to another position, then the vacancy shall be filled from the original bid sheet. This shall not apply when an

employee completes his training and qualifies for the job and has actually taken over the duties required by the job, in which event the job shall be rebid; except that the job shall be filled from the original bid sheet if employees (not exceeding two (2)) shall vacate the job for any reason within thirty (30) working days after completing training and taking over the duties of the job.

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

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

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

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

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

When temporary vacancies occur due to sickness, injury or leave of absence and it can be determined that they will exist for a period of more than forty-five (45) days, such vacancies shall be filled under the conditions of regular bidding procedure. Upon the return of the employee who was absent from the job, the employee filling the temporary vacancy shall return to his former position at the applicable rate of pay. Should such a temporary vacancy become a permanent vacancy then it shall be rebid.

Any employee who has or shall enter the Armed Services of the United, States, Maritime Service or Merchant Marine, upon release from such duty, shall be restored to a job of like seniority, status and pay. An employee who has left or leaves his job to perform active duty for training and service in the Armed Forces, or to serve in the Maritime Service or Merchant Marine, shall make application for reemployment within ninety (90) days after being relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year. Any employee who has or shall enlist in the Ready Reserve for an initial three to six months active-duty-for-training shall make application for

reemployment within sixty (60) days after his release from such duty, or his discharge from hospitalization continuing after such release for a period of not more than six (6) months. Should any question arise as to the employee being able to perform the job, or the Company claim that circumstances have so changed as to make it impossible to restore such an employee, the Company committee and the Union committee shall meet and determine such cases. Seniority shall accumulate during such leave. If, by right of seniority, an opportunity presents itself which would afford the inducted or enlisted employee a chance to advance, upon his return, he shall be entitled to such advancement. Employees displaced by returning servicemen or other employees stepping down due to returning servicemen, who occupied advanced positions during this period, shall be entitled to bid on jobs which were bid during the period of their advancement, and shall step down in the order of their seniority.

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

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

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

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

#### Section 4. Temporary Transfers.

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

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

In the interest of the advancement of employees, consideration will be given to the transfer of qualified employees from one department to another on all vacancies in established jobs other than starting rate jobs where such jobs are not filled within the department and the hiring of additional help would be required. Notice will be posted on bulletin boards in all departments (including posting on tool carts) for four (4) workdays, and the vacancy shall be filled within five (5) workdays thereafter. If this becomes impossible the Union will be notified of the reason. If such transfer is made, the employee after thirty (30) working days relinquishes all seniority in the department from which he transferred.

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

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

As vacancies occur which require hiring additional help, every effort shall be made to transfer employees with more than one year of service from other departments who may be working a short time and desire to transfer to a more permanent job and they shall be given preference over employees with less than one year of service. The rate of pay of the job to which they transfer shall apply.

When layoffs occur due to lack of work, employees laid off in any department shall be given preference over employees in other departments. It is understood that an employee, in order to exercise such preference, must have more seniority than the employee he replaces. After the employees are in the new department and the most junior employees have been laid off, such employees who have exercised their preference to go into the new department will be granted departmental seniority in the new department equivalent to their Company seniority.

## Article VII AUTHORIZED ABSENCES AND RIGHTS THEREUNDER

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

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

Employees who enter into active service of the United States Forces, as defined below, shall be granted an allowance of ten (10) days' pay if they have been in the employ of the Company for six (6) months and less than one (1) year immediately prior to their entrance into such services, and twenty (20) days' pay if they have been in the employ of the Company for one (1) year or more immediately prior to their entrance into such services; such allowance to be based on the rate of pay in effect at the date of leaving to enter the services. This allowance shall not apply to any employee who, after completing an initial period of active service as defined below, performs additional training duty as a Ready Reservist. In no event shall this allowance apply to any employee who, because of failure to serve satisfactorily as a member of the Ready Reserves, is inducted into the Armed Forces of the United States.

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

- (a) being called into such service during a national emergency as a member of the National Guard, the Army, Navy, Air Force or Marine Corps Reserve, or
- (b) being called into such service under the terms of a compulsory service act, or
- (c) volunteering and being accepted for a minimum period of military training in lieu of being called into such service under the terms of a compulsory service act, or
- (d) being called into or volunteering for the services above or Maritime Service or Merchant Marine in time of war.

Employees entering the United States Forces who are participants in, or who become eligible to participate in, the Company

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

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

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

### Section 2. Sick Leave.

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

- (a) The maximum number of days of sick leave allowance on account of illness occurring in any calendar year shall be as follows:
  - (1) For an employee who has less than two (2) months or sixty (60) days of Company seniority: none.
  - (2) For an employee who has two (2) months but less than one (1) year of Company seniority: One (1) day for each full month of Company seniority, but none on account of illness occurring while the employee had less than two (2) months of Company seniority, maximum allowance being ten (10) days.



- (3) For an employee who has more than one (1) year but less than two (2) years of Company seniority: fifteen (15) days, only ten (10) days of which may be on account of illness occurring before the employee attained one (1) year of Company seniority.
- (4) For an employee who has two (2) years but less than five (5) years of Company seniority: twenty-five (25) days, only fifteen (15) days of which may be on account of illness occurring before the employee attained two (2) years of Company seniority.
- (5) For an employee who has five (5) years but less than ten (10) years of Company seniority: sixty (60) days, only twenty-five (25) days of which may be on account of illness occurring before he attained five (5) years of Company seniority.
- (6) For an employee who has ten (10) years but less than fifteen (15) years of Company seniority: ninety-five (95) days, only sixty (60) days of which may be on account of illness occurring before he attained ten (10) years of Company seniority.
- (7) For an employee who has fifteen (15) years but less than twenty (20) years of Company seniority: one hundred and five (105) days, only ninety-five (95) days of which may be on account of illness occurring before he attained fifteen (15) years of Company seniority.
- (8) For an employee who has twenty (20) or more years of Company seniority: one hundred and thirty (130) days, only one hundred and five (105) days of which may be on account of illness occurring before he attained twenty (20) years of Company seniority.
- (b) No sick leave allowance shall be paid when an injury arises directly as a result of employment with another employer, and the employee is receiving direct wages for such employment. Sick leave allowance shall also be denied if an injury directly arises when an employee is self-employed for monetary profit.
- (c) Any employee actively employed throughout a calendar year and eligible for sick leave allowance in said calendar year and who does not use any portion whatsoever of his sick leave during a calendar year except such amounts of sick leave allowance which the employee has elected to receive

under the provisions of Section 6, Article VII, and except as provided in the succeeding paragraph, shall be credited with five (5) days additional sick leave allowance which shall be held to his credit until such time as this accumulated sick leave be used on account of a prolonged illness extending beyond the normal number of days for which sick leave allowance would otherwise be granted.

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

- (d) No employee shall be entitled to any sick leave allowance for time lost in any calendar year unless he works during such calendar year; except, however, where an employee has continuous illness, which begins in one calendar year and lasts into the next year, then such employee shall be entitled to the sick leave allowance, provided hereby, for said next year; but if his illness lasts into a third year he shall not be entitled to any sick leave allowance, for this same continuous illness, in such third year or any year thereafter.
- (e) When a holiday occurs while an employee is drawing sick leave allowance, such holiday shall not be charged against such employee's sick leave allowance but shall be paid as a holiday allowance. When, however, a holiday occurs while an employee, who is for any reason ineligible for sick leave allowance, is off work because of illness, then such employee will be paid a holiday allowance only if he has worked at least one day during the month in which the holiday occurs.
- (f) All absences, either unreported or alleged to be on account of illness, are subject to check by the Company or its physician or nurses. Any cases of absences which are found to be without satisfactory reason or excuse shall render the employee subject to disciplinary layoff and any recurrence of such case shall result in immediate dismissal.
- (g) Employees, who after reporting to work, receiving their assignments, and starting their tour of duty, become ill and are forced to leave their job, shall not suffer any loss of pay for time lost during that day, nor shall that time be deducted from their sick leave allowance. In instances where a Company nurse is available, an employee becoming ill on the job shall be subject to examination and/or treatment before leaving the job.

(h) Sick leave allowances are predicated on a five (5) day, forty (40) hour week.

(i) Employees who are required to visit a Company doctor outside of their normal working hours or on their regular day off, shall receive two (2) hours' pay at time and one-half at the applicable rate.

### Section 3. Leave of Absence.

Employees, who are members of the Union, when delegated or elected to transact business or matters pertaining to the Local Union shall be granted such leave of absence as may be necessary and shall notify their Department Head. Provided further that time will be allowed at regular rates to five (5) employee members of the Union negotiating committee for time lost from work due to participation in any negotiations with the Company. In instances where it appears desirable, by mutual agreement between the Union and the Company, said committee may be expanded to cover any unusual circumstances.

Any members of the Union, not to exceed eight (8) at any one time, employed as officers or representatives by their Union, locally or nationally, or by an affiliated organization, shall be granted a leave of absence and, upon being relieved of their positions with the Union, be entitled to their full seniority rights respectively as though they have been employed continuously by the Company. Such employees shall be entitled to reinstatement in the positions respectively held at the time of taking the positions in the Union, or, if by right of seniority, an opportunity presents itself which would afford such employee a chance to advance, upon his return he shall be entitled to such advancement.

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

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

Unless otherwise specifically stated, any employee returning to his former position following a leave of absence, shall not have any

job bids occurring during his absence reopened for the purpose of his bidding.

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

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

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

Weekends and holidays are excluded from the three (3) days off without loss of pay allowed for the purpose of attending the funeral of a spouse, child, stepchild, foster child, parent or stepparent. Otherwise the 3-day period shall not extend beyond the day after the funeral except in those cases where the funeral or interment is to be held at a place distant from the City of St. Louis and the actual time required for the employee to reach such place and be in attendance makes it physically impossible for him to return within the foregoing period. In such cases the employee shall be allowed additional time off without loss of pay at the discretion of his Department Head, not however to exceed two (2) additional days and then only providing the employee shall give his Department Head advance notice of his need for such additional time off. Under the following circumstances the 3-day period may be extended when necessary, for not more than two (2) additional days without loss of pay, and in no case beyond the day after the funeral: (a) where the death occurs at a place distant from the City of St. Louis and the actual time required to transport the deceased to the place of interment makes it physically impossible for the employee to be able to attend the funeral within the foregoing 3-day period; (b) where the funeral is unavoidably delayed beyond the 3-day period due to the necessity for an inquest or autopsy; (c) where the funeral is unavoidably delayed because religious services cannot be held within the 3-day period. In such instances the granting of additional time shall be at the discretion of the employee's Department Head and then only providing the employee shall give the Department

Head advance notice of his need for such additional time off. The allowances provided for in this paragraph are to be made only for regularly scheduled work days.

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

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

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

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

Employees shall be allowed one (1) day off from scheduled duty without loss of pay to be in attendance while spouse, child, stepchild, parent or stepparent undergoes major surgery as an outpatient or in a hospital. In the case of the spouse only, childbirth shall be regarded as major surgery. Claims for such allowance shall be made by the employee by submitting documentary evidence from the hospital or doctor.

#### Section 5. Civic Duty Allowances.

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

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

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

Employees who work a day schedule and who start on or before 8:30 a.m. shall not be required to work after 4:00 p.m. on election day and shall receive eight hours' pay. Employees' starting time shall not be changed under this provision to avoid the payment of overtime. It is understood that in order that the Service and Installation Department and the Material and Supplies Department may provide adequate service to our customers, approximately fifty percent (50%) of the employees of said departments may be excused from working time before 8:00 a.m. in lieu of being excused from work after 4:00 p.m. It is further understood that, in order to provide sufficient personnel for the servicing of Service and Installation Department vehicles, the necessary number of Transportation Department employees required for this purpose may be excused from working time before 9:00 a.m. in lieu of being excused from work after 4:00 p.m.

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

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

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

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

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

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

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

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

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

## **Article VIII WORKING CONDITIONS**

### **Section 1. Workweek—Workday.**

In each department the workweek shall begin at the start of the first shift which begins on Monday, and shall consist of forty (40) hours made up of five (5) days or nights of eight (8) consecutive hours. A schedule shall be posted before the beginning of the week informing each employee which days he will be off during said week, and the days off of each employee will be alternated so that each employee will, in his turn, receive Saturday and Sunday as his days off. The Company agrees that, wherever practicable, employees will be given an opportunity or make up time lost due to conditions beyond the Company's control.

The hours of work shall be continuous except where employees have a scheduled lunch period. A lunch period shall be allowed of not less than one-half (½) hour nor more than one (1) hour. The time for taking lunch shall be arranged for between the foreman and the employees.

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

Except as in the next paragraphs provided, a stated hour for reporting for work shall be given each employee. Due notice of not less than twelve (12) hours before scheduled starting time shall be given by the supervisor of any change in starting time. Employees not receiving such notice shall receive time and one-half (1½) for time worked.

It is commonly understood throughout the public utility industry that meter reading operations should not be subject to interruptions and that a standard unit of work should be performed each working day. Therefore, in the general interest of the public, the Union and the Company, the following conditions shall apply to the Meter Reading Department.

Starting time for Meter Readers in the City shall be 7:30 a.m. and in the County 7:30 a.m., and they shall have until 5:30 p.m. in which to complete their day's work. It is understood that only very unusual conditions shall result in such a late finishing time. A day's work for a Meter Reader shall consist of the number of stops in the meter book assigned to him that day, up to the maximum number of stops previously agreed to for that book by the Company and the Union. In case of failure to discharge the full responsibilities of a Meter Reader there shall be an investigation of the cause thereof. Each case shall be considered and dealt with individually.

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

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

#### **(a) Daily Notice of Sick Leave Absence**

Employees, or their representatives, must call the office prior to the start of their scheduled shift on their first day of sick leave, and as soon as possible on each succeeding day, unless

otherwise instructed, in order to be eligible for sick leave allowance.

(b) Advance Notice.

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

(c) Notice of Unexpected Absence.

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

(d) Notice of Intent to Return to Work.

Construction and Maintenance Department employees, because of the established procedure of upgrading due to absenteeism, shall be required to notify the Company of their ability to return to work before 3:00 p.m. of the day prior to their return.

Failure of an employee to give the notice above shall result in said employee, on the day of his return to work, being assigned to any available (labor) work on that day at his established rate of pay.

Service and Installation Department employees who fail to notify the Company of their ability to return to work before 9:00 p.m. of the day prior to their return may be assigned any work within their regular job classification for the first day after their return to work.

(e) Failure to Give Notice.

Failure of an employee to give the notice required by paragraph 1(a), 1(b) or 1(c) above, unless manifestly impossible, shall constitute cause for reasonable disciplinary penalty.

**Section 3. Wages.**

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

Employees on the payroll who are at hiring rates at the time the wage increases are affected will receive the wage increases.

New employees, (except those employed in the classification of Laborer, or Helper, Service and Installation Department) who shall be hired at the hiring rate of pay for the job classification in which they are employed, and present employees who, as of the effective date of this Agreement have completed less than six (6) months of service in the job classification in which they were initially employed, shall, if still employed in the same classification of work at the end of six (6) months of service, receive an increase in pay to receive the base rate of that classification.

Job classification rates as determined in the proceeding paragraphs are set forth in the Appendix of this Agreement and made a part hereof.

An employee receiving a rate of pay higher than the classified rate for his job shown in the Appendix shall continue to receive that rate, so long as he remains on that job except as provided by Article IX, Section 6, and such rate shall be considered a man rate.

Employees assigned to higher rated positions covered by this Agreement shall receive the higher rate of pay while working in such positions. Employees assigned to a lower rated position shall retain their base rate of pay.

The Union specifically waives any right to reopen on the question of wages during the term of this Agreement, and further agrees that no claim of inequities shall be made based on rate differentials resulting from the application of the wage settlement effective as of the date of this Agreement.

**Section 4. Lump Sum.**

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

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

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

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

#### Section 5. Premium Pay.

A premium pay of 5% of the employee's hourly rate shall be paid to Gas Supply and Control Department employees required to work rotating shifts. A premium pay of 4½% of the employee's hourly rate shall be paid to all employees required to work a fixed schedule and who start before 6:00 a.m. or work after 6:00 p.m.

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

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

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

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

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

#### Section 6. Overtime.

Time worked before or after regular working hours, except as provided for herein, shall be considered overtime and shall be paid for at the rate of time and one-half (1½). It is understood that regular working hours mean eight (8) hours a day and forty (40) hours a week.

The only basis for overtime payments for Meter Readers for work in excess of a day's work as defined in Article VIII, Section 1, shall be the schedule of payments for reading stops in excess of the agreed maximum number of same required to constitute the day's work.

Employees who have been recalled to work after they have completed a day or night's work, and have left their shop, shall be

paid at the rate of time and one-half (1½) for such time worked plus one (1) hour and shall be guaranteed not less than three (3) hours of work. Such employee shall also receive a meal allowance of seven dollars (\$7.00).

Employees called to work before their regularly scheduled starting time without twelve (12) hours' notice, shall be paid at the rate of time and one-half (1½) for such time worked before scheduled starting time, plus one (1) hour, and shall be guaranteed not less than three (3) hours' time.

Employees required to work two (2) or more hours overtime, after working an eight (8) hour period, shall be furnished meals at the Company's expense or allowed seven dollars (\$7.00) for each meal. Payment shall be included on the employee's paycheck for the period in which the meal allowance was earned. This practice shall not apply to operators who work overtime through courtesy to fellow operators.

Employees required to work on their scheduled day off during a five (5) day week, shall be paid at time and one-half (1½) rates for work on that day, and shall be guaranteed not less than three (3) hours' work on said day. In the event that the employee is called to work on such a day without twelve (12) hours' notice prior to the starting time on said day, he shall in addition to receiving time and one-half (1½) rates for work performed on that day, receive pay for one (1) additional hour at time and one-half (1½) rates, and shall be guaranteed not less than three (3) hours of work on said day. Holiday pay shall apply on holidays worked during such week.

Any employee who is called in and works four (4) or more off-schedule overtime hours which, when completed, extend to within four (4) hours of his scheduled shift starting time on the next regular work day shall, if he is required to report at his scheduled shift starting time, be paid at time and one-half (1½) rates for all work performed on said next scheduled shift. Or, in the discretion of his Department Head, or a designated representative, be allowed a rest period of seven (7) hours measured from the time of his release from the aforesaid off-schedule overtime work, in which event he shall be compensated as follows:

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

be excused from performance of all work on that shift and shall be paid at straight time rates for the hours he is so excused from work.

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

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

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

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

Work performed by the employee on the sixth (6th) or seventh (7th) consecutive day worked in his regular scheduled workweek shall be paid at the rate of time and one-half (1½) for the sixth (6th) consecutive day and double time (2) for the seventh (7th) consecutive day. Time and one-half (1½) shall be paid for all Sunday work except as herein noted. An employee who has worked eight (8) hours on Sunday shall be paid at the rate of double time (2) for any additional hours worked on that Sunday.

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

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

Employees, who after starting work, leave their jobs because of illness or other personal legitimate reasons beyond their control shall be considered working a full eight (8) hour day for the purpose of computing overtime only, should they be requested or required by the Company to work a sixth (6th) day that week.

Any employee established on a job, the schedule for which regularly requires work on Sunday, shall receive time and one-half (1½) rates on that day only for hours worked with the exception that should such employee be required by the Company, for cause not attributable to the employee, to work a schedule which does not include the Sunday, he shall be paid time and one-half (1½) for all work performed on his last regularly scheduled workday in any such workweek.

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

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

#### Section 7. Distribution of Overtime.

A record shall be posted on the bulletin board monthly of emergency and overtime worked (or refused) by employees. Meter Readers' sixth day overtime shall be distributed by seniority; otherwise this record shall be maintained on the basis of twenty (20) four (4) week periods immediately preceding each successive period, and overtime work shall, in accordance with the aforementioned records, be distributed as nearly equal as possible among the employees of the department involved, preferably among the employees working on each particular job. Overtime worked in other departments shall be considered in this distribution. In the Service and Installation Department, overtime and emergency work shall be distributed as nearly equal as possible during the year among the employees in this department. Overtime work on retakes and meter books will be distributed as nearly equal as possible between Meter Readers and retake Meter Readers. In the Material and Supplies Department overtime and emergency work shall be distributed as nearly equal as possible during the year

among the members of this department, with the understanding that overtime which may be required involving inventory work and/or stores stock records shall be confined to those classifications of work regularly responsible for such activities.

A transferee to a regular job in another department, or a new employee, will be charged with overtime in the amount necessary to bring his overtime on the then current posting up to that of the highest overtime worked in the new department, unless he has a higher number of total hours than anyone has worked in the department to which he transfers, in which case he will be charged with his actual total overtime in the previous department. After each of the twenty (20) hour (4) week periods following employment or such a transfer, the total hours of overtime charged to that employee shall be reduced by one-twentieth (1/20) of the original hours of overtime charged.

Premium pay for holiday work shall not be considered in the above distribution of overtime. In the Service and Installation Department, overtime paid for Sunday work shall be kept and distributed separately from all other overtime.

An employee who declines the opportunity to work overtime shall in the record of the distribution of said overtime be credited with the same amount of overtime as if he had worked. When an employee is given less than twenty-four (24) hours' advanced notice of the opportunity to work overtime on a Sunday or a holiday, he may decline such overtime without it being entered in the record of the distribution of overtime.

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

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

Prior to August 1, 2001, employees shall receive their weekly pay every Friday, except when Friday is a holiday, in which case they shall receive their pay on the preceding day. For the convenience of certain employees, and with the understanding that Friday shall remain the regular payday, employees who are scheduled off on Friday may, if the paychecks are available, receive same Thursday at their work headquarters or, if the paychecks are at another location the employees may obtain same after their regular quitting time.

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

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

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

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Good Friday	Christmas Eve (4 hours)
Memorial Day	New Year's Eve (4 hours)
Independence Day	Floating holiday
Labor Day	

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

Employees whose services are essential to uninterrupted service and who work on any of the above holidays shall, in addition to the holiday allowance of eight (8) hours pay, be paid at the rate of time and one-half (1½) for the first eight (8) hours worked and two and one-half (2½) times for all time worked in excess of eight (8) hours on that day. Any employee who is allowed to be absent from scheduled duty on a holiday and who is called in without twelve (12) hours notice to work on that holiday shall, in addition to receiving the holiday allowance of eight (8) hours pay, be paid in accordance with the fourth paragraph of Article VIII, Section 6, (Overtime), with the exception that any hours during which he performs work on the holiday, which fall outside of his otherwise normal schedule of working hours, shall be paid at the rate of two and one-half (2½) times.

Employees who do not regularly work Monday through Friday shall receive an allowance of eight (8) hours pay at their applicable rate in lieu of holiday pay when a holiday occurs on their scheduled day off. This allowance shall not be regarded as pay for time worked in figuring overtime.

This paragraph applies to those employees who regularly work Monday through Friday. When a holiday occurs on an employee's scheduled day off, the employee shall receive the equivalent of such scheduled time off on some other day that week. If the operations prohibit the allowance of such time off, the employee shall receive applicable pay for such hours. This pay allowance shall not be regarded as time worked in figuring overtime.



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

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

#### Section 10. Vacations.

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

A vacation of two weeks (eighty [80] hours) with pay will be allowed to employees who have been in the continuous service of the Company at least one full year prior to June 1.

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

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

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

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

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

When a holiday occurs during an employee's vacation period, the employee on vacation shall be allowed an additional eight (8) hours pay at the vacation rate. If operating conditions permit, the employee may take an extra day in lieu of eight (8) hours pay.

If a death occurs in the immediate family of an employee during the employee's vacation period, additional time off will, at the

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

Choice of vacation period shall be determined according to departmental seniority, but shall be subject to the requirements of the Company's operations. Employees whose regular workweek is scheduled over the period Monday through Saturday shall, at the time of indicating their choice of vacation period, indicate whether or not they wish to be scheduled off on the Saturday prior to their vacation and/or the Monday following their vacation. Other employees in the department shall be so scheduled that these requests may be granted.

Employees' rates of pay during vacation shall be determined by the rate of pay of the job on which they worked the greater percentage of the time during the preceding calendar year or the rate of their established job, whichever is higher. The term "work" shall mean time actually worked and the percentage herein referred to shall be computed only on hours actually worked. In the event an employee works on more than one job carrying the same rate, the composite hours worked on said jobs shall be considered as having been worked on one job for the purpose of computing the percentage of time worked herein referred to.

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

Shift premium pay shall be included in the vacation rate of pay if shift premium pay is regularly paid on the job which determines the employee's vacation rate of pay. In the event the vacation rate of pay for any employee is determined by hours worked on more than one job carrying the same rate, (working on both a day job and a night job in the same work classification shall be considered as working on two jobs carrying the same base rate) shift premium pay shall be included in the vacation rate of pay only in those instances when over fifty percent (50%) of the time worked on such jobs is regularly subject to shift premium compensation.

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

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

Prior to August 1, 2001, employees may, upon request, receive their vacation pay immediately prior to the vacation period. Effective August 1, 2001, vacation pay will not be issued prior to the vacation period due to the direct deposit of biweekly pay.

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

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

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

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

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

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

1. One-quarter (¼) of annual vacation period for which employee is eligible if termination as described below occurs after March 31 but before July 1.

2. One-half (½) of annual vacation period for which employee is eligible if termination as described below occurs after June 30 but before October 1.

3. Three-quarters (¾) of annual vacation period for which employee is eligible if termination as described below occurs after September 30 but before December 31.

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

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

#### Section 11. Working Under Adverse Weather Conditions.

The Company and the Union recognize the fact that temperature, wind or precipitation, or varying combinations of these factors produce conditions of weather under which work should continue only in the event of emergency. Employees electing to follow outside work recognize and accept reasonable discomforts from the elements of weather. The contracting parties recognize that there are limits of temperature, wind and precipitation beyond which discomfort is unreasonable. The contracting parties recognize that when unreasonable elements of weather exist, by reason of rain, snow, wind velocity, or temperature, whether or not work continues as a result of these conditions will be guided by the following factor.

Weather conditions under which work should continue only in the event of emergency shall be defined as rain or snow that ordinarily stops outside work, temperature of 10° F. or below, heavy or continuous storms, excessive cold temperatures in exposed locations or excessive mud or ice prevailing at any particular work location. The determination of temperatures from the St. Louis area office of the U.S. Weather Bureau shall be made by the Company at the earliest time after such are available and relayed as soon thereafter as possible, within approximately fifteen (15) minutes, to the crews working in the field.

When such weather conditions, as described above, occur between March 15 and November 15 and prevent scheduled outside work during the 40-hour week for the employees of the

Construction and Maintenance Department and the Paint Gang, such employees will remain on the job; however, the Company will not require employees in these groups to perform outside work as long as such weather conditions continue unless such work is necessary to protect life and property, or necessary to maintain service (this includes turning on of services or the initial establishment of service to permit protection of buildings under construction) or necessary to prevent impairment of service. Employees will be provided shelter for use when weather conditions prevent outside work or they may be given indoor work (including the boring of services from basements that are under cover, but excluding digging outside of basements).

When such weather conditions, as described above, occur during the remainder of the year (November 15 - March 15) and prevent scheduled outside work during the 40-hour week for the employees of the Construction and Maintenance Department and the Paint Gang, the Company will not require employees in these groups to remain on their jobs after 11:00 a.m.; however, in the event the weather at 11:00 a.m. appears to be clearing, the employees shall remain on the job after 11:00 a.m. for a reasonable period of time, not to exceed thirty (30) minutes, unless work can then be resumed, or unless work is necessary to protect life and property, or necessary to maintain service (this includes turning on of services or the initial establishment of service to permit protection of buildings under construction) or necessary to prevent impairment of service, or unless employees are given indoor work (including the boring of services from basements that are under cover, but excluding digging outside of basements). For purposes of applying the provisions of this Agreement, the official U.S. Weather Bureau temperatures at 11:00 a.m. shall govern.

In any event, the Foreman on this job shall contact the General Foreman, Department Head or his designated Assistant, or Assistants, before permitting the crew to leave the job.

In cases of inclement weather arising after 11:00 a.m., during the period November 15 - March 15, such employees shall wait forty-five (45) minutes (including lunch periods), and if the weather at the end of forty-five (45) minutes appears to be clearing, they shall wait an additional fifteen (15) minutes, at which time the Foreman on the job shall contact the General Foreman, Department Head or his designated Assistant, or Assistants, and then shall inform the employees whether they are to work, stay on the job, or be permitted to leave the job.

Employees who, as a result of inclement weather, are permitted to go home before their regular eight (8) hours of duty are

completed, shall receive eight (8) hours pay at the applicable rates. However, such employees shall be subject to call for emergencies and if unavailable when called shall not be compensated for the balance of the eight (8) hour period remaining after the call.

Any such employee who, during a five-day workweek, shall be considered essential, so as to continue work during inclement weather, shall, when on a six-day schedule, work their sixth day during inclement weather.

Each crew shall designate a Union spokesman to discuss with the Crew Foremen working conditions as they are affected by the weather. The Union spokesman and the Crew Foreman shall make every effort to agree. If they cannot agree, the Shop Steward and the General Foreman shall be immediately called to the job and attempt settlement. If the decision of the Union Steward and the General Foreman is that work should have gone on, the employees shall return to work without delay and be docked for any time that they might have stood by or failed or refused to work. On the other hand, if the decision of the Union Steward and the General Foreman is that work should not have gone on, the employees shall not be docked for any time that they might have stood by or failed to work.

In the event the Union Steward and the General Foreman cannot agree whether work should have been discontinued or whether the work shall continue or cease, the incident may be taken up by either party through the regular grievance procedure as set out in Article II, Procedure for Settlement of Grievances and the decision reached through that procedure shall determine and govern whether or not the employees shall be docked for any time not worked during said incident. Wherever there is a disagreement and the grievance procedure is availed of as set out herein, the employees shall be paid for any time involved in the disputed incident and shall not be docked therefor unless and until the same shall be determined upon at the conclusion of the arbitration procedure, provided however the Company may take docking action when (1) the Union has not requested arbitration within the time limits prescribed in Article III, Arbitration Procedure, or (2) the Board of Arbitration has not convened within thirty (30) days of the date the Union has requested arbitration.

During inclement weather Leak Trucks shall do work of emergency nature only. (Emergency work includes turning on of service and answering of all leaks reported by the public.) Whenever, at the beginning of a work shift, area-wide rains or temperatures of 10°F below prevail, the crews of Leak Trucks not then required to perform emergency work (as heretofore described) shall be permitted to stand by at their work headquarters

or receive training on a voluntary basis until such time as the aforementioned inclement weather conditions no longer exist, or until required to perform emergency work.

Whenever the opportunity is afforded employees to make up their forty (40) hour week, which they would otherwise lose by reason of conditions beyond the Company's control, such time shall be counted as straight time and paid for accordingly.

In instances of rare and unusual weather conditions which halt or severely affect transportation, the day's working conditions will be discussed by a duly elected representative of the Union and the proper Personnel representative of the Company.

#### **Section 12. Conditions Affecting Service and Installation Department.**

Beginning the week of November 26, 1973, the Service and Installation Department will institute a new schedule. This schedule, 3 Saturdays off out of 8, replaces the present schedule of 2 Saturdays off out of 8, and will apply to those who are presently on a 2 out of 8 schedule. (It excludes personnel on a 5 over 7 schedule and those employees who regularly work Sunday.) This schedule will continue for six months with the prospect that it will apply on a permanent basis. If, at any time after the six month period, the Company believes there is reason to revert to the agreement with the Union concerning 2 Saturdays off out of 8, before doing so, notice will be given to the Union and a meeting will be held with the Union to fully discuss the matter.

Employees of the Service and Installation Department, who lose time due to lack of work, shall be permitted to work at straight time on scheduled days off in their regular seniority position if available work reaches that position. Employees of the Service and Installation Department who lose time through sickness or other causes, due to no fault of the Company, will be permitted to work at straight time on their scheduled off days in their regular seniority position only when all regularly scheduled employees, except permit members, have been given work that day.

Employees of the Service and Installation Department required to work on scheduled days off shall not work their regularly scheduled fifth (5th) day that week until all regularly scheduled employees, except permit members, have been given work on that day. At such time they will take their seniority position.

Employees of the Service and Installation Department who report for duty and are unable to work, because of lack of work that day, shall be reimbursed for street car or bus fare to and from work.

Employees of the Service and Installation Department holding established jobs who wish to take temporary work in higher rated pay brackets shall notify their General Foreman and shall accept all types of work on their seniority number or remain on their established jobs.

At the discretion of the Company, on the basis of inverse departmental seniority order within the classification and within the district to which normally assigned, employees in the Service and Installation Department may be:

1. Downgraded within their district; or,
2. Assigned to work in another district in either their established classification or a lower classification, provided however no employee in a lower classification is displaced from his established classification because of such downgrading or work assignments.

Employees downgraded will be downgraded in inverse seniority order, will then be assigned to classifications of work in seniority order, and should it become necessary after the initial routings to return a downgraded employee to his base classification of work, such return shall be on the basis of respective seniority of the employees previously downgraded.

Employees in the Service and Installation Department in the classification of Helper if not required for helping work within the district to which assigned, at the discretion of the Company shall be:

1. Assigned helping work in another district; or,
2. Upgraded on the basis of departmental seniority order within the district to which assigned to Domestic Adjusts; or upgraded to Systematic Meter Changes 5 lt. and 10 lt., after all employees established in Domestic Adjusts or classifications throughout the department have been given the opportunity to be upgraded.

The agreement between the Company and the Union in respect to upgrading Helpers on a district basis, shall in no way affect or contravene the departmental seniority clauses as set forth in this Agreement.

#### **Section 13. Women Employees.**

Women who are now, or shall become employees of the Company shall receive the same hourly wage as men employees where they do the same type of work.

**Section 14. Termination Pay.**

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

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

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

**Section 15. Reason for Discharge.**

If an employee is discharged, he may demand, and the Company shall furnish to him, the reason for his discharge in writing. If upon investigation, it is found that such employee has been unjustly discharged, he shall be reinstated and shall be paid at his vacation rate of pay for any time resulting from such discharge.

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

**Section 16. Contracting Out Provision.**

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

**Section 17. Maintenance of Work Provision.**

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

**Section 18. Use of Personal Automobiles in Construction and Maintenance Department.**

Construction and Maintenance Department employees permitted to use their personal automobiles during the course of

the workday in moving from one job location to another, etc., shall be compensated for mileage at the rate of thirty-two and one-half (32½) cents per mile. Mileage shall be reported on the employee's daily time record and shall be checked by his Foreman. Amounts to employees as mileage compensation shall be paid monthly.

**Section 19. Termination of Service.**

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

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

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

**Section 20. Supervisors Doing Bargaining Unit Work.**

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

1. When instructing an employee.
2. To demonstrate methods and procedures for the proper performance of work.
3. During an emergency.
4. In the occasional performance of work incidental and secondary to the main task as it has been their practice to perform.
5. In the occasional performance of work incidental and secondary to the main task to insure safe and proper performance of work.

#### **Section 21. Temporary Promotions to Management.**

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

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

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

#### **Section 22. Partial Disability.**

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

#### **Section 23. Construction and Maintenance Department—Travel Pay.**

The Company will pay a travel allowance of \$3.75 per day to those field based employees of the Equipment Operating group, the Construction and Maintenance group, and the Construction Service group under the following conditions:

1. When an employee reports to a job location which is more than 12 miles from his normal work headquarters. The measurement of the 12 miles from the work headquarters will be on a straight line basis to the established grid area in which the job location is. The grid areas will be predetermined for each normal work headquarters. If a grid has more than 50%

of its area beyond the 12 mile radius, then that grid will qualify for the travel allowance for any job location within the grid. If the grid has less than 50% of its area beyond the 12 mile radius, then none of that grid will qualify for the travel allowance for any job location within the grid.

2. As a simplification of the foregoing, the travel allowance will apply also:
  - (a) when a central district crew reports to a work location beyond Highway 270.
  - (b) when a north district crew reports to a work location south of Manchester Road.
  - (c) when a south district crew reports to a work location north of Highway I-70.
3. The normal work headquarters is the district, subdistrict or satellite to which the employee is normally assigned. However, by accepting upgrading to a vacancy in another district, the other district becomes the employee's normal headquarters.
4. If new districts other than the present three established districts, or if subdistricts or satellites are established under the present three districts, such districts or subdistricts will become the normal work headquarters of those field based employees who are assigned to such districts or subdistricts. The 12 mile principle will apply.

#### **Section 24. Instrumentation and Control—Travel Pay.**

The Company will pay a travel allowance of \$3.75 per day for Instrumentation and Control employees who are assigned to report to a job location more than 12 miles from their normal work headquarters.

### **Article IX DISMISSAL PAY**

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

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

## Section 2. Employees Who are Eligible.

(a) If and when any job is abolished as a result of the conversion to straight natural gas or the sale, lease, or other disposition of a manufacturing plant of the Company, then an employee whose employment was terminated because of the abolition of such job is eligible to receive dismissal pay if, at the time of the termination of his employment, he had at least two (2) years of Company seniority which began on or before the time such change was put into effect. If and when any job abolished as a result of changes in methods of production, distribution, sales or office procedure, then an employee whose employment was terminated because of the abolition of such job is eligible to receive dismissal pay if, at the time of the termination of his employment, he had at least two (2) years of Company seniority which began on or before the time such change was put into effect. An employee to be eligible under this Subdivision 2(a) need not be the employee who held the job which was abolished, but may be an employee who was discharged in order to give a job to an employee with greater seniority, in accordance with Sections 11 and 13 of this Article.

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

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

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

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

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

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

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

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

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

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

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

(ii) The term "base rate" when applied to employees who transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-6 shall mean one one-hundred-seventy-fourth (1/174th) of the monthly rate of pay (which excludes shift premium pay) for the job classification in which the individual employee is established as of the date he becomes eligible for dismissal pay.

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

The term "job rate" shall mean the "total hourly rate" of pay, as stated in the Appendix of this Agreement (which includes shift premium pay where applicable), for any specific job classification in a particular department.

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

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

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

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

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

Any employee whose established job was in the Manufacturing Department on December 5, 1949, who would otherwise be eligible for dismissal pay under Subdivision 2(a) of this Article, but who in lieu of termination accepts: (i) transfer to a job in another department; (ii) transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-6; (iii) or who, by reason of seniority, is not offered a transfer to another department but remains in the Manufacturing Department working on a lower rated job, shall receive the "job rate" of the job to which he is transferred, or his base rate in the Manufacturing Department as of the date he becomes eligible for dismissal pay, whichever is higher.

It is provided, however, that such employees who accept transfer from a job of another bargaining unit to a job under the jurisdiction of Local 5-6, on a base rate, shall be excluded from any and all general rate increases, that may be granted by the Company at any future time, until such time as the job rate of the highest job classification of Local 5-6 in the department in which such employee is then presently employed, is equal to the base rate of such employee; after which time such employee's base rate shall be equal to the job rate of the highest job classification of this bargaining unit in such department.

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

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

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

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

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

**Section 8. Seniority.**

From and after December 5, 1949, employees who have or who shall have departmental seniority beginning on December 1, 1948,



in any department, shall, as among themselves, one over the other, have departmental seniority in such department in the order of the priority of the dates when they transferred to such department, or the date they accept such job when Subdivision 12(b) of this Article of this Agreement is invoked, whichever is earlier; provided, however, that if any two or more of such employees shall have the same transfer date, then Company seniority shall govern in determining which one has greater departmental seniority.

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

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

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

#### **Section 10. Preference for Extra Work.**

Employees in other departments who, through the bidding procedure, have, prior to December 5, 1949, been awarded preference for extra work in any classification, shall continue to have first preference for such work after an employee has been displaced from a job of such classification by reason of transfers as set forth in Section 9 of this Article. Provided, however, that there shall be no further bids to establish preference for extra work in any classification so long as there remains any displaced employee in such classification who has not been returned to an active job in that classification, under Section 9 of this Article. Such displaced employees shall have second preference for extra work in their classification.

The term "extra work" as used hereinabove means temporary work necessitated by illness, vacation, etc., of employees who have such work as their regular job, or necessitated by temporary work requirements.

#### **Section 11. Determination of What Jobs May Be Offered.**

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

#### **Section 12. Determination of Who Shall Be Offered Other Jobs.**

(a) When the Company has determined that a certain number of jobs in any plant or department will definitely be abolished under the provisions of Subdivision 2(a) or 2(b) of this Article, either immediately or in the future, the Company will be guided by departmental seniority in offering jobs in other departments to employees in the plant or department in which the jobs are to be abolished, giving the first opportunity to employees with the greatest departmental seniority. The Company shall notify the Union of any such determination. This Section 12 shall not apply to jobs which are to be filled by bidding.

(b) If an employee accepts such job so offered him in another department, it shall immediately become his regular job and his departmental seniority in the new department shall be determined accordingly (but consistently with the provisions in Subdivision 12(c) below); but the Company may keep such employee on his former job for such period as the Company may deem necessary for the proper conduct of its business.

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

#### **Section 13. Determination of Employees to Be Terminated.**

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

#### **Section 14. Effect of Leave of Absence, Etc.**

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

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

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

#### **Section 15. Amount of Dismissal Pay and Method of Payment.**

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

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

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

#### **Section 16. Retirement.**

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

#### **Section 17. Amounts Owed.**

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

#### **Section 18. Loss of Seniority.**

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

#### **Section 19. Discontinuance of Company's Business, Etc.**

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

For the purpose of this Article, no lessee or transferee of less than substantially all of the physical properties of the Company shall be deemed to be a successor or assign of the Company. The Company shall not be liable for the failure of any successor or assign of the Company to perform the obligations of this Article, but nothing in this Section 19 contained shall affect the liability which any such successor or assign may have by operation of law or otherwise to perform such obligations.

#### **Section 20. Disputes and Limitations.**

Any disputes as to the application of this Article shall be settled between the Company and the Union the same as other grievances, and in case it is determined in the disposition of any such dispute that the termination was in accordance with the provisions of this Article, and in all other cases of termination, no employee whose employment is terminated shall have any right to receive on account of compliance or noncompliance by the Company with any provision of this Article, anything except such dismissal pay, if any, as he may have become entitled to receive, plus any vacation pay and other benefits referred to in Subdivision 15(c) of this Article.

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

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

(a) The Company agrees to provide, during the term of this Agreement, Laclede's Comprehensive Medical Plan, as previously amended and as amended by the Agreement dated July 31, 2000, or coverage selected in accordance with the Health Maintenance Organization Act of 1973 and regulations promulgated thereunder,

provided that Laclede is not required to pay more for health benefits as a result of offering the option.

**(b) Dental.**

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

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

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

**(c) Vision.**

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

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

**Section 2. Retirement Plan.**

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

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

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

**Article XI  
MERCHANDISE**

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

Employees with three or more months of service shall be allowed to purchase appliances sold by the Company at a price

equal to the Company's cost of merchandise plus handling expenses, delivery and connection costs. Provided, however, that such sales shall be restricted for the use of such employees or members of their family (which shall be understood to mean wife, husband, children, brother, sister, father, mother, mother-in-law, father-in-law, grandmother and grandfather.)

**Section 2. Payments.**

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

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

**Article XII  
WAIVER OF RIGHT TO SUE**

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

**Article XIII  
AMENDMENTS AND SUPPLEMENTS**

It is hereby agreed that all duly accepted amendments and/or supplements to the Labor Agreements between the Company and the Union which remain unchanged by this Agreement are by reference adopted herein in their entirety and made a part hereof with like effect as if said amendments and/or supplements had been set forth in full in this Agreement.

**Article XIV  
DURATION OF THIS AGREEMENT**

It is hereby agreed that this Agreement shall remain in effect from and after August 1, 2000 until midnight July 31, 2004, and shall be automatically extended from year to year thereafter, provided that either party may give to the other written notice of intention to terminate or of desired changes not later than sixty (60) days before July 31, 2004, or July 31 of any year thereafter, that this Agreement is in effect. If any notice (whether of intention to terminate or of desired changes) be given, this Agreement shall terminate at midnight on the succeeding July 31.

Any notice in writing to be given by either party to the other shall be deemed given when deposited, registered, in the United States mail, postage prepaid, and addressed to the Company at its office, 720 Olive Street, St. Louis, Missouri 63101, and to the Union at 7750 Olive Street Road, St. Louis, Missouri 63130.

**Article XV  
MUTUAL COOPERATION**

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

**Article XVI  
NONDISCRIMINATION**

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

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

IN WITNESS WHEREOF, the said Laclede Gas Company has caused this instrument to be executed by its proper representative thereto duly authorized, and the said Paper, Allied-Industrial, Chemical & Energy Workers International Union, Local Union No. 5-6, and the officers and members thereof, have caused this instrument to be executed by the officers of said Union duly authorized as of the day and year first mentioned above.

**LACLEDE GAS COMPANY**

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

**PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS  
INTERNATIONAL UNION, LOCAL NO. 5-6**

By: DANIEL J. O'LEARY  
President

By: Contract Committee:  
THOMAS A. SCHEIBELHUT, Co-Chairman  
JOSEPH A. SCHULTE, Co-Chairman  
BARBARA A. TEMM, Co-Chairman  
THOMAS M. BERRA  
STANLEY J. CRAIN  
HERMAN H. HUMMERT  
LARRY A. HUTTEGGER

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

By: RONALD J. WILKEY  
International Representative

**APPENDIX  
PREAMBLE TO THE  
STATEMENT OF POSITION 1/12/76  
Unions' Sick Leave Proposal**

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

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

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

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

BY: Barbara A. Tamm  
Barbara A. Tamm, President

BY CONTRACT COMMITTEE:  
Thomas A. Schoch  
Thomas A. Schoch, Co-Chairman

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

Barbara A. Tamm  
Barbara A. Tamm, Co-Chairman

Edward C. Bixby  
Edward C. Bixby

Richard E. Morison  
Richard E. Morison

Diane M. Werner  
Diane M. Werner

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

BY: Daniel I. Glick  
Daniel I. Glick, President

BY CONTRACT COMMITTEE:

Thomas A. Schoch  
Thomas A. Schoch, Co-Chairman

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

Barbara A. Tamm  
Barbara A. Tamm, Co-Chairman

Thomas M. Berr  
Thomas M. Berr

Stanley J. Criss  
Stanley J. Criss

Herman H. Hansen  
Herman H. Hansen

James A. Stalder  
James A. Stalder

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

BY: Donald J. Wilkey  
Donald J. Wilkey  
International Representative

**STATEMENT OF POSITION 1/12/76  
Unions' Sick Leave Proposal**

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

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

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

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

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

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

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

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

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

By Charles M. Rainey  
Charles M. Rainey  
Vice President

BY *Don Layton*  
Don Layton, President

ALL CHEMICAL AND ATOMIC WORKERS  
INTERNATIONAL UNION, Local #194

By Anders S. Lund  
August 10, August, President

P.C.T.A.  
R. C. Telle, Co-Chairman

**By Contract Committee**

Thomas Hickey  
Chester Hickey, Co-Chairman

*E. C. Teller*  
E. C. Teller, Co-Chairman

*John D. ...*

Sharon Decker  
Classroom Helper, Co-Chairman

E. M. F. at hand

*[Signature]*  
R. Ryzhaki

For Release  
O. R. R. R. R.

*Richard A. Duggan*  
Rich Duggan

Jack White

E. Dickey

Oil, Chemical and Atomic Workers  
International Union

## APPENDIX

Premium pay is not included in job classification hourly base rates. If such work is performed on a shift as described in Article VIII, the applicable amount is paid in addition to the hiring rate or hourly base rate, and the rate of pay resulting therefrom shall be the total hourly rate for purposes of application of Article IX, Section 3(d).

## JOB CLASSIFICATIONS

(See footnote at end of Appendix)

**LOCAL 5-6  
GAS SUPPLY AND CONTROL DEPARTMENT**

		Hourly Rate Wage							
		Effective Minimum	08/01/00 Maximum	Effective Minimum	08/01/01 Maximum	Effective Minimum	08/01/02 Maximum	Effective Minimum	08/01/03 Maximum
<b>Gas Supply</b>									
721	Senior Machinist.....	\$15.959	\$22.877	\$16.398	\$23.506	\$16.849	\$24.152	\$17.312	\$24.816
720	Senior Const/Maintenance Mechanic*.....	14.943	21.861	15.354	22.462	15.776	23.080	16.210	23.715
680	Electrician—Machinist*.....	14.666	21.596	15.069	22.190	15.483	22.800	15.909	23.427
636	First Class Machinist*.....	15.212	22.144	15.630	22.753	16.060	23.379	16.502	24.022
597	Swingman—Storage Field.....	14.137	21.079	14.526	21.659	14.925	22.255	15.335	22.867
596	Storage Field Operator.....	14.137	21.079	14.526	21.659	14.925	22.255	15.335	22.867
565	Second Class Machinist*.....	13.976	20.910	14.360	21.485	14.755	22.076	15.161	22.683
510	Holder Painter Foreman**.....	13.697	21.434	14.074	22.023	14.461	22.629	14.859	23.251
482	Holder Station Operator**.....	13.487	20.428	13.858	20.990	14.239	21.567	14.631	22.160
350	Special Truck Driver—Laborer.....	12.997	19.938	13.354	20.486	13.721	21.049	14.098	21.628
305	Electrician—Machinist Helper*.....	12.880	19.827	13.234	20.372	13.598	20.932	13.972	21.508
275	Clerk.....	12.828	19.679	13.181	20.220	13.543	20.776	13.915	21.347
225	Machine Shop Helper*.....	12.550	19.498	12.895	20.034	13.250	20.585	13.614	21.151

# **GAS SUPPLY AND CONTROL DEPARTMENT (Cont.)**

	Effective 08/01/00 Hourly Rate	Effective 08/01/01 Hourly Rate	Effective 08/01/02 Hourly Rate	Effective 08/01/03 Hourly Rate
<b>Laborer:</b>				
056 Laborer.....	\$18.601	\$19.113	\$19.639	\$20.179
054 Laborer.....	18.112	18.610	19.122	19.648
049 Laborer.....	17.489	17.970	18.464	18.972
047 Laborer.....	16.916	17.381	17.859	18.350
045 Laborer.....	11.036	11.339	11.651	11.971

\*Additional 6 cents per hour applicable on job classifications as indicated when working on pipe installations involved in new construction work (not replacing, repairing, or revamping) in the Gas Supply and Control Department under the following conditions — pipe size 2" and over and/or H.P. gas metered above one pound.

The Senior Machinist and First Class Machinists working in the Plants and Stations Division of the Gas Supply and Control Department's Machine Shop at Shrewsbury will be reimbursed for the replacement of broken tools up to the amount of \$300.00 per employee, per year.

Bidders for jobs in Machine Shop classifications must possess the following qualifications prior to bids:

## **General**

- (1) Physically fit, active and alert.
- (2) Read, write, make average calculations with ease.
- (3) Mechanically inclined.
- (4) Do high work — occasionally from swing seat.

## **Specific**

For Machine Shop Helper — Willing to learn and to train for advancement.

**For Electrician-Machinist Helper** — One and one-half years as Helper in our Machine Shop or two years Plant Maintenance elsewhere; read and work from blueprints, sketches; familiarity with all machine tools except lathe and shaper; do burning and rigging and replace worn or broken parts on industry machinery. Qualified Helper (with training under contractual provisions if required) advances without bid to vacancies in classification of Electrician-Machinist when such vacancies occur.

**For Machinist 2/C** — One and one-half years as Helper in our Machine Shop or two years Plant Maintenance elsewhere; read and work from blueprints, sketches; familiarity with burning, rigging, replacement of worn or broken parts on industry machinery, all Machine Shop tools except lathe and shaper.

**For Machinist 1/C** — Varied experience as Machinist 2/C Millwright or equivalent, thorough knowledge of equipment and machinery including gas and steam engines and compressors. Sketch, work from prints or sketches. Handle all shop tools and welding; select appropriate metals; improvise with available tools to do work of special tools.

**For Electrician-Machinist** — One and one-half years as Helper in our Machine Shop or two years Plant Maintenance elsewhere; read and work from blueprints, sketches; familiarity with all machine shop tools except lathe and shaper; do burning and rigging and replace worn or broken parts on industry machinery. Must work shifts when required.

\*\*Additional 20 cents per hour for period of time each year when engaged in painting work (that season of the year when not required as Firemen or Helpers). An additional 50 cents per hour for the period of time when engaged in painting from a swing seat or state (total premium not to exceed 70 cents per hour).

## GAS SUPPLY AND CONTROL DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>System Control</b>									
650	Controller.....	\$14.439	\$21.376	\$14.836	\$21.964	\$15.244	\$22.568	\$15.663	\$23.189
585	Assistant Controller.....	14.087	21.029	14.474	21.607	14.872	22.201	15.281	22.812
275	Clerk.....	12.828	19.679	13.181	20.220	13.543	20.776	13.915	21.347
<b>Instrumentation &amp; Control</b>									
740	Instrumentation & Electronic Technician.....	\$15.618	\$22.541	\$16.047	\$23.161	\$16.488	\$23.798	\$16.941	\$24.452
682	Second Class Technician.....	14.666	21.596	15.069	22.190	15.483	22.800	15.909	23.427
275	Clerk.....	12.828	19.679	13.181	20.220	13.543	20.776	13.915	21.347
224	Third Class Technician.....	12.997	19.938	13.354	20.486	13.721	21.049	14.098	21.628

## CONSTRUCTION AND MAINTENANCE DEPARTMENT

940	Working Foreman.....								
	(Refer to supplemental agreements).....		\$22.160		\$22.769		\$23.395		\$24.038
750	Welder—Class A*.....	\$15.886	24.441	\$16.323	25.113	\$16.772	25.804	\$17.233	26.514
705	Welder Trainee*.....	14.825	21.754	15.233	22.352	15.652	22.967	16.082	23.599
686	Corrosion Protection Inspector.....	14.666	21.596	15.069	22.190	15.483	22.800	15.909	23.427
610	Leak Truck Foreman*.....	14.355	21.281	14.750	21.866	15.156	22.467	15.573	23.085
560	Compressor Operator, Specialty.....	13.976	20.829	14.360	21.402	14.755	21.991	15.161	22.596
553	Foreman Installation Truck*.....	14.164	21.087	14.554	21.667	14.954	22.263	15.365	22.875
544	Utility Foreman.....	13.816	20.749	14.196	21.320	14.586	21.906	14.987	22.508
543	Leak and Drip Inspector.....	13.816	20.749	14.196	21.320	14.586	21.906	14.987	22.508
500	Equipment Operator.....	13.538	20.773	13.910	21.344	14.293	21.931	14.686	22.534
497	Caulker*.....	13.538	20.484	13.910	21.047	14.293	21.626	14.686	22.221

## CONSTRUCTION AND MAINTENANCE DEPARTMENT (Cont.)

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
495	Drill - Stop Operator*.....	\$13.538	\$20.773	\$13.910	\$21.344	\$14.293	\$21.931	\$14.686	\$22.534
470	Gas Man - S.I.T.-Construction - A.P.C.*.....	13.428	20.369	13.797	20.929	14.176	21.505	14.566	22.096
469	Gas Man - S.I.T.-Construction*.....	13.428	20.369	13.797	20.929	14.176	21.505	14.566	22.096
468	Gas Man Installation Truck*.....	13.428	20.369	13.797	20.929	14.176	21.505	14.566	22.096
436	Compressor Operator.....	13.318	20.261	13.684	20.818	14.060	21.390	14.447	21.978
434	Truck Driver Mixer.....	13.538	20.773	13.910	21.344	14.293	21.931	14.686	22.534
421	Utility Man.....	13.268	20.201	13.633	20.757	14.008	21.328	14.393	21.915
363	Leak Truck Man*.....	13.196	20.137	13.559	20.691	13.932	21.260	14.315	21.845
272	Truck Driver New.....	12.707	19.659	13.056	20.200	13.415	20.756	13.784	21.327
241	Gas Man*.....	12.607	19.550	12.954	20.088	13.310	20.640	13.676	21.208
226	Paving Breaker Operator.....	12.550	19.498	12.895	20.034	13.250	20.585	13.614	21.151
<b>Laborer:</b>									
058	Laborer.....		\$18.702		\$19.216		\$19.744		\$20.287
057	Laborer.....		18.217		18.718		19.233		19.762
051	Laborer.....		17.590		18.074		18.571		19.082
048	Laborer.....		17.008		17.476		17.957		18.451
043	Laborer.....		11.147		11.454		11.769		12.093

\*Additional 6 cents per hour applicable on job as indicated. Meter Station or service pipe installations performed in an industrial, commercial or institutional establishment on:

- (1) High pressure gas, metered above one pound.
- (2) Piping over 2" in diameter.



## SERVICE AND INSTALLATION DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
683	Special Adjusts (Industrial, Commercial, and Institutional) .....	\$15.376	\$22.209	\$15.799	\$22.820	\$16.233	\$23.448	\$16.679	\$24.093
681	General Fitting .....	14.666	21.596	15.069	22.190	15.483	22.800	15.909	23.427
607	Special Adjusts .....	14.205	21.131	14.596	21.712	14.997	22.309	15.409	22.922
390	Combination, Turn-On, Cut-Off and Complaint Truck .....	13.152	20.247	13.514	20.804	13.886	21.376	14.268	21.964
306	Meter Change and Remove .....	12.880	19.827	13.234	20.372	13.598	20.932	13.972	21.508
258	Domestic Adjusts .....	12.658	19.604	13.006	20.143	13.364	20.697	13.732	21.266
<b>Helper:</b>									
056	Helper .....		\$18.601		\$19.113		\$19.639		\$20.179
054	Helper .....		18.112		18.610		19.122		19.648
049	Helper .....		17.489		17.970		18.464		18.972
047	Helper .....		16.916		17.381		17.859		18.350
045	Helper .....		11.036		11.339		11.651		11.971

\*Additional 6 cents per hour applicable on jobs as indicated. Appliance and pipe installations performed in an industrial, commercial or institutional establishment on:

- (1) High pressure gas, metered above one pound.
- (2) Piping over 2" in diameter.
- (3) Appliances with manifold 1 1/4" and over.

Tools furnished in the Service and Installation Department by the Company will be replaced without charge, if through no negligence on the part of the employee they are lost or stolen on the job. In the event the Department Head's decision on negligence is questioned, the question shall be resolved through the established procedure.

## PURCHASING AND MATERIALS MANAGEMENT DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
515	Head Stockman .....	\$13.697	\$20.640	\$14.074	\$21.208	\$14.461	\$21.791	\$14.859	\$22.390
372	Tractor-Trailer Truck Driver .....	13.098	20.256	13.458	20.813	13.828	21.385	14.208	21.973
371	Relief Man No. 2 .....	13.098	20.037	13.458	20.588	13.828	21.154	14.208	21.736
370	Receiving and Shipping Clerk .....	13.098	20.037	13.458	20.588	13.828	21.154	14.208	21.736
324	Crane Operator and Yardman .....	12.935	19.885	13.291	20.432	13.657	20.994	14.033	21.571
323	Tool Repairman .....	12.935	19.885	13.291	20.432	13.657	20.994	14.033	21.571
273	First Class Stockman .....	12.707	19.659	13.056	20.200	13.415	20.756	13.784	21.327
271	Truck Driver .....	12.707	19.659	13.056	20.200	13.415	20.756	13.784	21.327
172	Second Class Stockman .....	12.335	19.276	12.674	19.806	13.023	20.351	13.381	20.911
038	Stockman Apprentice .....	11.398	18.351	11.711	18.856	12.033	19.375	12.364	19.908

## METER DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
689	Meter and Regulator Field Man.....	\$14.666	\$21.596	\$15.069	\$22.190	\$15.483	\$22.800	\$15.909	\$23.427
625	Instrument Repairman.....	14.248	21.193	14.640	21.776	15.043	22.375	15.457	22.990
526	Miscellaneous Repairman.....	13.749	20.697	14.127	21.266	14.515	21.851	14.914	22.452
499	Regular Repairman.....	13.538	20.484	13.910	21.047	14.293	21.626	14.686	22.221
498	Fitter.....	13.538	20.484	13.910	21.047	14.293	21.626	14.686	22.221
437	Adjuster.....	13.318	20.261	13.684	20.818	14.060	21.390	14.447	21.987
326	Boom Truck Driver.....	12.935	19.885	13.291	20.432	13.657	20.994	14.033	21.571
271	Truck Driver.....	12.707	19.659	13.056	20.200	13.415	20.756	13.784	21.327
230	Painting Meters and Regulators- Hydrotesting.....	12.550	19.498	12.895	20.034	13.250	20.585	13.614	21.151
229	Painting Meters and Regulators.....	12.550	19.498	12.895	20.034	13.250	20.585	13.614	21.151
183	Incoming Testing.....	12.393	19.341	12.734	19.873	13.084	20.420	13.444	20.982
181	Hydro Testing.....	12.393	19.341	12.734	19.873	13.084	20.420	13.444	20.982
101	Senior Dock Laborer.....	12.024	18.979	13.355	19.501	12.695	20.037	13.044	20.588
<b>Laborer:</b>									
776	Laborer.....		\$18.601		\$19.113		\$19.639		\$20.179
775	Laborer.....		18.112		18.610		19.122		19.648
774	Laborer.....		17.489		17.970		18.464		18.972
773	Laborer.....		16.916		17.381		17.859		18.350
772	Laborer.....		11.036		11.339		11.651		11.971

## TRANSPORTATION DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
730	Foreman (Mechanical Line).....	\$15.702	\$22.715	\$16.134	\$23.340	\$16.578	\$23.982	\$17.034	\$24.642
729	Foreman (Body Line).....	15.702	22.715	16.134	23.340	16.578	23.982	17.034	24.642
666	Mechanic.....	15.045	22.059	15.459	22.666	15.884	23.289	16.321	23.929
665	Painter and Body Man.....	15.045	22.059	15.459	22.666	15.884	23.289	16.321	23.929
556	Second Class Painter Body Man.....	13.925	20.864	14.308	21.438	14.701	22.028	15.105	22.634
555	Second Class Mechanic.....	13.925	20.864	14.308	21.438	14.701	22.028	15.105	22.634
460	Stock and Parts Clerk, Mechanical.....	13.405	20.343	13.774	20.902	14.153	21.477	14.542	22.068
150	Helper (Tire Man).....	12.229	19.177	12.565	19.704	12.911	20.246	13.266	20.803

Foreman (Mechanical Line), Mechanic and 2/C Mechanic shall receive an annual Tool Allowance of \$460.00 paid semi-annually.

2/C Mechanic classification is established on days in order to train mechanics so that qualified mechanic can advance to 1/C Mechanic by bid whenever it is necessary to fill a vacancy. Bidders for this classification must have mechanical ability and furnish own tools.

# FACILITIES MANAGEMENT DEPARTMENT

		Hourly Rate Wage							
		Effective	08/01/00	Effective	08/01/01	Effective	08/01/02	Effective	08/01/03
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
514	Maintenance Man .....	\$13.697	\$20.640	\$14.074	\$21.208	\$14.461	\$21.791	\$14.859	\$22.390
210	Paint - Wall Washing .....	12.773	19.447	13.124	19.982	13.485	20.532	13.856	21.097
021	Custodian .....	11.031	17.988	11.334	18.483	11.646	18.991	11.966	19.513

## METER READING DEPARTMENT

527	Special Meter Reading - Clerk .....	\$13.749	\$20.697	\$14.127	\$21.266	\$14.515	\$21.851	\$14.914	\$22.452
422	Meter Reader .....	13.268	20.201	13.633	20.757	14.008	21.328	14.393	21.915

Meter Readers shall receive transportation allowance of \$4.70 per day.

Footnote: Employees hired in a classification of work at the hiring rate shall, if still employed in the same classification of work at the end of six (6) months of service, receive an increase in pay to receive the base rate of that classification.

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