

Exhibit No.:
Issue: Labor Protective Provisions
Witness: Bill Courtney
Type of Exh.: Cross-Surrebuttal Testimony
Sponsoring Party: IBEW Local 1474
Case No.: EM-2000-369
Date Testimony Prepared: August 21, 2000

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

In the Matter of the Joint Application of)
UtiliCorp United Ins. and The Empire District)
Electric Company for Authority to Merge)
The Empire District Electric Company with) Case No. EM-2000-369
and Into UtiliCorp United Inc., and in)
Connection Therewith, Certain Other)
Related Transactions)

CROSS-SURREBUTTAL TESTIMONY OF

BILL COURTNEY

Submitted On Behalf Of

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

LOCAL 1474

August 21, 2000

Exhibit No. 100
Date 9-14-00 Case No. EM-2000-
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4 **ON BEHALF OF INTERVENOR IBEW LOCAL 1474**
5 **CASE NO. EM-2000-369**

6 Q. Please state your name.

7 A. Bill Courtney.

8 Q. Please state your age.

9 A. I am 52 years old.

10 Q. By whom are you employed?

11 A. I am employed by Empire District Electric Company.

12 Q. How long have you been employed by Empire District Electric Company?

13 A. For over 31 years.

14 Q. What is your current job classification and for how long have you been in this
15 classification?

16 A. I am classified as a "Special Employee" and have been in this classification
17 since 1989.

18 Q. In this classification, what are your duties and responsibilities on behalf of
19 Empire District Electric?

20 A. I coordinate the location of Empire District's underground facilities for
21 purposes of preventing damage to those facilities by employees of Empire District and other
22 companies performing underground work, and preventing personal injuries to such
23 employees and other individuals.

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1 Q. In what other classifications of employment have you served on behalf of
2 Empire District Electric?

3 A. I was a Journeyman Lineman from 1968 to 1984 and a Line Foreman from
4 1984 to 1989. I also served as a Laboratory Technician in the power plant at Riverton,
5 Kansas for a period of some months.

6 Q. What is the purpose of your testimony?

7 A. The purpose of my testimony is to respond to, and expand upon, rebuttal
8 testimony of other witnesses relating to likely and potentially adverse effects and
9 consequences on bargaining unit employees (those employees represented by IBEW Local
10 1474) resulting from the merger, if approved by the Commission; to further demonstrate that
11 the contributions by bargaining unit employees to Empire District Electric Company are at
12 least as great as the contributions of stockholders of Empire District and UtiliCorp whose
13 interests are being better protected under the existing plan of merger; to further demonstrate
14 that contemplated reductions in bargaining unit jobs will severely and adversely affect
15 bargaining unit employees whose jobs are being eliminated, as well as the ability of
16 remaining bargaining unit employees to provide required service; and that the projected job
17 eliminations will impose unacceptable threats to the safety and health of remaining
18 employees; and that such projected reductions and elimination of jobs is planned by
19 UtiliCorp without benefit of any studies or analysis as to the impact of such reductions and
20 eliminations on the ability of remaining employees to perform required service and on the
21 increased risks to safety and health; and to seek, as a condition of approval of the merger, the
22 imposition of Labor Protective Provisions protecting the interests of all bargaining unit

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1 employees and their ability to perform required service and to do so without increased risk of
2 injury and death.

3 Q. Do you hold a position or office with Intervenor IBEW Local 1474 and, if so,
4 what position is that, and for how long have you held the position?

5 A. I have been President and Business Manager since July, 1999. I also served as
6 President and Business Manager between 1986 and 1992.

7 Q. What other positions, if any, have you held on behalf of Intervenor IBEW
8 Local 1474?

9 A. I was Vice-President from 1992 to 1995, Treasurer from 1995 to 1998 and,
10 prior to 1986, I served as a Union Steward.

11 Q. Please describe your duties as President and Business Manager of IBEW Local
12 1474.

13 A. I am the principal executive and operating officer of the Union and am the
14 primary officer responsible to the Local Union and to the IBEW International Union for
15 members within Local 1474's jurisdiction, for establishing and maintaining friendly relations
16 with our members' employer, and for protecting the employment-related interests of those
17 employees represented by the Local Union. I serve as a permanent member of, and chief
18 spokesperson for, the Local Union's negotiating committee. I am the principal officer with
19 whom officials of Empire District Electric deals concerning labor relation matters affecting
20 employees represented by the Local Union.

21 Q. Based on your experience of 31 years as an employee and your experience of

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1 14 years as an officer of IBEW Local 1474, are you familiar with Empire District Electric's
2 operation as it affects employees represented by the Union?

3 A. Yes, I am.

4 Q. Are you familiar with the job classifications of employees represented by
5 IBEW Local 1474, and the duties performed and the services provided by such employees on
6 behalf of Empire District Electric?

7 A. Yes, I am.

8 Q. Approximately how many employees are currently employed in job
9 classifications represented by IBEW Local 1474?

10 A. 334.

11 Q. According to the Rebuttal Testimony submitted by Ryan Kind, Chief Utility
12 Economist for the Office of Public Counsel (Tr. 80), and others, Empire District employs, in
13 total, in excess of 600 employees, and it is estimated that of that number, in excess of 270
14 jobs will be eliminated as a result of the merger in Empire's service territory and that the
15 elimination of these jobs is likely to have an adverse impact on the economy in Empire's
16 service territory. And, according to Rebuttal Testimony of Janis E. Fischer, Regulatory
17 Auditor with the Commission (Tr. 22-24), projected labor reductions account for a large
18 portion of the estimated merger savings and that the estimated labor savings has several
19 flaws. Are you familiar with that testimony?

20 A. Yes, I am.

21 Q. According to Rebuttal Testimony submitted by Ryan Kind (Tr. 80), UtiliCorp
22 is adamant that its shareholders receive immediate benefit from the merger, but has little

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1 difficulty in making current and former Empire employees worse off as a result of this
2 merger. And, according to the Rebuttal Testimony of Cary Featherstone, Regulatory Auditor
3 for the Commission (Tr. 18), it is not clear if the merger will benefit Empire District
4 employees to the extent that it will benefit shareholders. Are you familiar with this
5 testimony?

6 A. Yes, I am.

7 Q. I want to ask you some questions concerning the investment in Empire District
8 Electric Company on the part of employees represented by IBEW Local 1474. What is the
9 average seniority or length of service of employees of Empire District who are represented
10 by the Union?

11 A. In excess of 14 years.

12 Q. If you know, what is the current average age of Empire District employees
13 represented by IBEW Local 1474?

14 A. Approximately 44 ½ years.

15 Q. Have you been advised by UtiliCorp or Empire District as to the number of
16 bargaining unit positions projected to be eliminated as a result of the merger?

17 A. Yes, I have. In early meetings with employees, Empire District officials told
18 us they anticipated the elimination of approximately 50 bargaining unit jobs. In response to
19 IBEW Local 1474 Interrogatories, UtiliCorp advised us that it projected the elimination of 50
20 bargaining unit positions.

21 Q. Has UtiliCorp advised the Union as to how many jobs in each job
22 classification are projected to be eliminated?

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1 A. Yes, it has. In data submitted by UtiliCorp in its response to our
2 Interrogatories (which are attached as an Appendix to this Cross-Surrebuttal Testimony), it
3 advised us of the following job eliminations: 19 Linemen, including 4 Line-Foremen; 8
4 Electricians, including Electrical Foremen; 6 Dispatchers in the Transmission Department; 1
5 General Maintenance employee at Ozark Beach; 1 Laborer at Asbury and 1 Maintenance
6 Mechanic at Riverton, who are all in the Supply/Generation Department; 1 Meter Reader in
7 the Customer Services Department; 4 Mechanics; 2 Storekeepers and 1 Store Clerk, who are
8 all in the Support Chain Management Department; 2 Crane Truck Operators, 1 Meter Tester,
9 1 Transformer Reclamation Foreman and 2 Transformer Reclamation employees, all in the
10 Network Services Department.

11 Q. Has either UtiliCorp or Empire District confirmed to you that the numbers of
12 potential job eliminations are limited to those projected in the data supplied in response to
13 IBEW Local 1474 Interrogatories?

14 A. No. In the data submitted in response to Interrogatories, UtiliCorp included a
15 footnote that the projected numbers are subject to further study and review by a Committee,
16 and that no final determination has been made.

17 Q. So, in fact, the number of potential job losses by bargaining unit employees
18 may exceed the number currently projected by UtiliCorp, is that correct?

19 A. Yes.

20 Q. Has UtiliCorp advised IBEW Local 1474 that the current collective bargaining
21 agreement between the Union and the Empire District will play any role in decisions as to
22 job elimination?

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1 A. In data submitted by UtiliCorp in response to our Interrogatories, it stated that
2 any final decision as to job eliminations will be made in accordance with the applicable
3 collective bargaining agreement.

4 Q. Are there any provisions in the IBEW Local 1474 – Empire District Electric
5 Agreement prohibiting the employer from eliminating jobs or laying employees off?

6 A. Not really. Article V, Sec. 11 of our Agreement prohibits layoff while other
7 employees performing generally the same type of work in the same locality are regularly
8 required to work overtime. And Article VI, Sec. 20 of our Agreement provides that the
9 Company will not, during the term of the agreement, contract out work which is ordinarily
10 done by regular employees if that action would cause regular employees to be laid off. Our
11 current collective bargaining agreement with Empire District expires on November 1, 2002.
12 And it is unlikely that these existing contract provisions, which contemplated an ongoing
13 business operation by Empire District and normal ebbs and flows in employment numbers in
14 the ordinary course of that business, will prevent the elimination of jobs by UtiliCorp under a
15 merger plan approved by the Commission.

16 Q. To your knowledge, has either UtiliCorp or Empire District conducted any
17 studies leading to their conclusion or projections as to potential job loss on the part of
18 employees represented by the Union, UtiliCorp's ability to provide service with such a
19 reduced number of bargaining unit employees, and the impact of such job elimination?

20 A. No. To my knowledge, there have been no such studies. This fact has been
21 confirmed in rebuttal testimony. For example, Janis E. Fischer, in Rebuttal Testimony (Tr.
22 24), noted that the transition team work papers contain few concrete explanations to explain

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1 position reductions in the various departments; and that most of the work papers, especially
2 in the areas of Transmission and Distribution, contain only the results of decisions reached
3 regarding the number of positions to be reduced, and no documentation of why each
4 reduction is thought to be reasonable.

5 Q. Has UtiliCorp or Empire District otherwise explained the basis for the
6 conclusions as to potential job loss?

7 A. No, they have not.

8 Q. Has UtiliCorp or Empire District advised the Union as to how the service
9 provided and the work performed by the existing number employees represented by IBEW
10 Local 1474 will or can be performed by the reduced number of employees as currently
11 projected?

12 A. No, they have not.

13 Q. Which of the classifications of employees in the bargaining unit represented
14 by the Union perform work and services of unusually high risk of injury and death?

15 A. First and foremost are Linemen and Electricians including Foremen, all of
16 whom work with high-voltage lines and equipment. Virtually all employees in the
17 Production Department run this risk because they work with high-risk electrical machinery,
18 generators, turbines, wiring, hydro-equipment and alike. Most employees run the risk of
19 injury due to lifting, straining, etc.

20 Q. To your knowledge, have bargaining unit employees been killed or
21 permanently disabled as a result of injuries sustained in the course of their employment?

22 A. One Lineman was killed in 1995, and an Electrician was killed some years

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1 prior to that. I believe there have been several others. There have been many on-the-job
2 injuries resulting in permanent disability including the burning of arms and legs requiring
3 amputation, major injuries to back and neck and countless additional injuries resulting in
4 disability.

5 Q. What is the current crew size for Linemen and Electricians performing work at
6 high risk?

7 A. Generally, Electricians and Linemen work in three-employee crews because of
8 well-established requirements to have an extra set of eyes to discover potential hazards and
9 to safely perform work, and to provide or obtain assistance in the event of a life-threatening
10 emergency. All rubber-glove duties have normally been done by two Linemen or
11 Electricians, with one additional crew member serving as eyes for safety purposes. In the
12 past ten years, Empire District has, through attrition, reduced three or four crews to two-
13 employee crews. The large majority of Empire District crews are still three-employee crews.

14 Q. What is the area practice, if you know, on the part of other contractors and
15 employers as to the size of their crews, performing work of this nature?

16 A. The outside contractors performing contract work for Empire District all use
17 three-employee crews.

18 Q. To your knowledge, and in your experience, can current service on the part of
19 such high risk employees be performed with the projected job eliminations without reducing
20 crew size?

21 A. No, I do not believe it can. The currently employed Electricians and Linemen,

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1 including Foremen, work full-time and overtime right now. There are currently 117
2 Linemen and Linemen-Foremen, and UtiliCorp projects the elimination of 19 of those jobs,
3 which is a 16-percent reduction. UtiliCorp intends to eliminate 8 Electricians and Electrical
4 Foremen out of the current number of 30; this is a 27-percent reduction. In my experience,
5 their work cannot be performed without, at a minimum, an across-the-board reduction to two
6 employee-crews.

7 Q. To your knowledge, has UtiliCorp conducted any studies concerning the safety
8 impact or increased risk of injury and death that may be occasioned by reduction in numbers
9 of employees or reduction in crew size?

10 A. No. In the data supplied in response to our Interrogatories, UCU
11 acknowledges that no such specific studies have been conducted.

12 Q. Based upon your experience as a lineman and as a officer of the Union, will a
13 reduction in numbers of employees in these classifications, or the reduction in crew size,
14 adversely affect safety and increase the risk of injury and death?

15 A. Absolutely. Fewer employees performing the same amount of work, both in
16 routine and emergency situations, will be required to work more quickly in order to cover an
17 increased workload which, in and of itself, increases the likelihood of error and resulting risk
18 of injury and death. With two-employee crews, a single employee will routinely do rubber-
19 gloving duties, which is very, very unsafe.

20 Q. How have Electricians and Linemen been trained in connection with crew size
21 and in working with rubber gloves and in bucket trucks?

22 A. The only training given has been for three-employee crews, with two up and

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1 one down.

2 Q. Has there been any training provided to employees for work as a two-
3 employee crew?

4 A. No.

5 Q. At the present time, as Empire District's operation is currently conducted, are
6 there sufficient employees in the bargaining unit represented by the Union to perform the
7 Company's necessary services?

8 A. No, there are not. In the Commercial Department (Transmission and
9 Distribution), Empire District routinely and regularly utilizes outside crews employed by
10 contractors to perform linemen and electrician work. There are currently three such crews
11 working in Joplin and one in Webb City, and I believe there are other crews working in other
12 geographic areas serviced by Empire District. In addition, Empire District currently employs
13 temporary and part-time employees in the Stores and Meter Reading Departments; these
14 individuals are employed either by Empire District or by temporary employment agencies
15 and they perform bargaining unit work without being members of the bargaining unit,
16 without coverage under the collective bargaining agreement and without receiving
17 contractual wages, benefits, and protections.

18 Q. Is this practice currently allowed under the collective bargaining agreement?

19 A. Yes, with limitations, union agreement and so long as regular employees are
20 not laid off.

21 Q. Is the geographic area serviced by Empire District Electric one that is subject

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1 to major, wide-spread power outages and damages due to inclement weather such as storms,
2 ice, rain, and wind?

3 A. Yes.

4 Q. Based on your experience, how often do such incidents occur?

5 A. Generally, three to four times per year, and normally two of these involve
6 major outages with service interruptions of 24 hours or more.

7 Q. Please describe the impact of these weather-related incidents on employees
8 represented by IBEW Local 1474.

9 A. These outages primarily affect Linemen and Electricians. When these
10 incidents occur, all of these employees are required to work, are called in from off-duty, and
11 work overtime with long hours. Time is of the essence in restoration of service and, as a
12 result, employees work faster in order to get each trouble spot resolved so as to be able to
13 quickly move on to the next trouble spot. There are increased dangers and hazards not only
14 in the work performance but in quickly getting from one area to another in hazardous driving
15 conditions.

16 Q. Are there any unusual safety factors that come into play in connection with
17 performing work in these weather-related incidents? If so, please describe them.

18 A. Yes, all of the above types of incidents greatly increase the risks to health and
19 safety. Employees are exposed to very dangerous working conditions. Icy and wet working
20 conditions, icy and wet power lines, downed lines and trees, long hours, the pressure and
21 desire to work quickly so as to be able to get to the next trouble spot, and poor traffic
22 conditions make work much more dangerous than in regular situations.

1 Q. When these weather-related incidents and outages occur, is the current number
2 of Empire District employees sufficient to restore service?

3 A. Not in connection with major outages. When these situations arise, Empire
4 District makes an assessment within hours of the incident and, generally, Empire District's
5 own employees restore service without outside help if it has been determined by Empire
6 District that they can do so within 16 to 24 hours. If it is determined that this cannot be
7 accomplished, Empire District retains outside contractors and, depending on the extent of
8 damage or outage, brings in employees from neighboring utilities.

9 Q. Please describe the impact of such emergencies on the currently-existing
10 number of linemen and electricians.

11 A. All such employees are required to work, and they work long, overtime hours.
12 They work even more quickly so as to get one task completed and restore power in one
13 location so as to be able to move to the next trouble location. They are more likely to cut
14 corners in order to get service restored. The long hours and hazardous conditions that I
15 previously described make working conditions stressful and dangerous.

16 Q. Will the utility's efforts to restore service be as effective if the number of
17 existing linemen is reduced by 16 percent and the number of electricians is reduced by 27
18 percent as currently projected?

19 A. Absolutely not.

20 Q. Please describe the impact on safety likely to be occasioned by a reduced
21 number of such employees in these circumstance.

22 A. It is dangerous work now. It will be much more dangerous with such a

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1 reduction. Fewer employees performing more work in such hazardous conditions means
2 even longer hours of work under such unsafe conditions, with an increased pressure to cut
3 corners and to work with a lesser regard for safety. Downed power lines and trees, icy and
4 wet lines, and generally adverse weather conditions are unsafe in the best of circumstances.
5 Fewer employees restoring service in the same geographic area previously restored by a
6 greater number of employees will be an unacceptably dangerous and hazardous working
7 condition.

8 Q. To your knowledge, is the cost to the utility from bringing in additional crews
9 any greater than the cost of restoring service with the utility's own employees?

10 A. It is common knowledge that bringing in outside crews for assistance is
11 substantially more costly than restoring service with the utility's own employees. First off,
12 more individuals are working. Beyond that obvious point, the Empire District wage scale is
13 generally lower than those of neighboring utilities which, on occasion, assist in Empire
14 District's major outages. And Empire District's bargaining unit employees are lower in
15 wage scale than employees of contractors who assist Empire District in such situations. In
16 addition to increased wage rates, for regular-time and overtime work, there are additional
17 costs resulting from travel expenses, lodging expenses, and the use or rental of the trucks and
18 equipment of such outside utilities and contractors.

19 Q. Will the projected reduction in linemen and electrician jobs cause other
20 adverse effects in dealing with these major outages?

21 A. Yes. Empire District has always attempted to first deal with major outages

1 and to restore service with its own employees and without bringing in outside assistance.
2 There can be no doubt that a reduced number of employees, as currently projected, will be
3 unable to fully restore service to Empire District's customers in the 16 to 24-hour period,
4 which would necessitate use of outside assistance in more situations than in the past.

5 Q. Are there occasions in which Empire District Electric sends Linemen and
6 Electricians to assist other utilities in restoration of service following such storms and area-
7 wide outages and damage?

8 A. Yes. This occurs fairly frequently. It happens several times per year.

9 Q. What is the likely impact in the future, if the merger is approved and the
10 projected elimination of jobs is carried out, on UtiliCorp's ability to send crews to assist
11 other utilities and the impact on UtiliCorp and bargaining unit employees if it should do so?

12 A. I have no way of knowing whether UtiliCorp would send crews from the
13 Empire District area in such circumstances. If it didn't do so, I believe that service
14 restoration in such areas would be adversely affected. If it were to do so, it would adversely
15 affect the ability of the crews remaining to work in the Empire District area to provide
16 regular service and make routine restorations of service, and would more severely and
17 adversely impact their ability in the event of any emergency in the Empire area.

18 Q. The collective bargaining agreement between the Union and Empire District,
19 which expires on November 1, 2002, currently provides that, in the event of layoff, such
20 layoff or job elimination will be based in inverse order of seniority, is that correct?

21 A. Yes, if the reduction occurs during the term of the existing collective
22 bargaining agreement. There is no contractual guarantee once that agreement has expired.

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1 Q. Have you received any assurances from UtiliCorp that the terms of the
2 collective bargaining agreement that are currently in effect will remain in effect following
3 the expiration of the contract?

4 A. No. On the contrary, it has been stated by EDE officials that the terms of the
5 collective bargaining agreement will not remain in effect without specific agreement on the
6 part of UtiliCorp as to each provision, and it is anticipated that UtiliCorp will seek substantial
7 change. UtiliCorp, in data supplied in response to the Union's Interrogatories, that benefits
8 of bargaining unit employees – and, implication, other provision of the collective bargaining
9 agreement – only for the length of that agreement.

10 Q. You testified that the average length of Company service of bargaining unit
11 employees is over 14 years and their average age is about 44 ½ years. Assuming that
12 UtiliCorp carries out the number of projected job eliminations in each of the classifications
13 indicated in its data supplied in response to Union Interrogatories, what is the age and
14 seniority or length of service of the employees slated for job elimination in each of the
15 affected classifications – assuming that such job eliminations are based upon seniority?

16 A. All six of Empire's Dispatchers are being eliminated. Their average seniority
17 or length of service is over 29 years, with the least senior Dispatcher having almost 23 years
18 of service; their average age is 54 years. Assuming that 8 Electricians and Electrician
19 Foremen will have their jobs eliminated, their average seniority is nearly 7 ½ years, with the
20 most senior of them having over 13 years of service; their average age is about 33 ½ years,
21 with three of them being over age 40 and one being 54 years of age. As to Linemen and
22 Linemen Foremen, the average length of service is nearly 5 ½ years; the average age is 34

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1 years, including four who are over age 45. The majority of the contemplated or projected
2 reductions are in these classifications, and I am presently unable to identify the specific
3 employees in other classification whose jobs are to be eliminated and am therefore unable to
4 specify their age and length of service on behalf of Empire.

5 Q. What additional adverse impact, if any, do you foresee as a result of the
6 elimination of the 6 Dispatcher jobs, in addition to the devastating personal impact on six
7 employees with average length of service of 29 years and average age of 54 years?

8 A. I foresee a very serious and adverse impact. First of all, all of the Dispatchers
9 are former Linemen and Electricians. Based upon their Dispatcher duties of directing,
10 switching and coordinating power, they have the very real potential to ensure safety or to
11 cause injury and death to Linemen, Electricians and Relay employees. Their job elimination
12 presents increased hazards for employees and property because of their close familiarity with
13 and knowledge of the Empire District System, its power lines and their varying load
14 capacities. Charts and graphs, looked at by individuals without the specific Empire
15 knowledge of the total power pool of all the companies with whom Empire deals and with
16 whom it exchanges power, simply don't tell the full story so as to ensure safety and prevent
17 disaster. I am unaware of any studies by UtiliCorp or Empire District to the contrary.

18 Q. Have employees in the various classifications represented by the Union been
19 given any training that would enable them to hold positions in other classifications of either
20 Empire District or UtiliCorp employment or employment with other employers in the general
21 economy?

22 A. No. When employees in the bargaining unit bid for other bargaining unit

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1 positions, and otherwise have sufficient qualifications, they receive training for these other
2 bargaining unit positions into which they have bid. There has been absolutely no training for
3 non-bargaining unit positions or for jobs that may be available with other employers.

4 Q. Does the current collective bargaining agreement provide for a severance
5 package in the event of termination of employment due to circumstances such as loss of job
6 due to a merger?

7 A. Yes. The agreement provides that in the event of such a termination within 18
8 months after the Effective Date of the merger, such employees would receive one week's
9 regular straight time pay for each completed full year of continuous service.

10 Q. Have there been any assurances given by UtiliCorp that, in the event of job
11 elimination subsequent to the expiration of this collective bargaining agreement, such
12 severance package will remain in effect?

13 A. First of all, as the agreement is presently written, if the job eliminations occur
14 more than 18 months following the effective date of the merger, there will be no such
15 severance pay. Moreover, since the severance package is a term of the existing agreement,
16 and UtiliCorp will be free to seek changes in that agreement upon its expiration, there is no
17 assurance that even that provision will survive.

18 Q. Are the employees of Empire District who are represented by Local 1474
19 citizens of, and reside in, the area serviced by Empire District?

20 A. Yes.

21 Q. There has been Rebuttal Testimony concerning the adverse impact on the area

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1 economy from merger-related job loss. For example, Phillip K. Williams, Regulatory
2 Auditor for the Commission, testified that although the merger will benefit shareholders,
3 officers and directors of Empire, there are a number of instances in which customers,
4 employees and communities in Empire service territory will be harmed, and that there is a
5 high probability that rates will increase under the umbrella of the UCU organization to the
6 detriment of Empire customers. Are you familiar with that testimony?

7 A. Yes.

8 Q. Mr. Williams also testified (Tr. 16) that the staff believes that the reduction in
9 Empire jobs is a detriment to the average Empire employee and therefore to the community.
10 Do you agree?

11 A. Yes, most definitely.

12 Q. As customers in the community serviced currently by Empire, will bargaining
13 unit employees, including those who lose their jobs as well as those who retain them, be
14 affected adversely in the same manner as other customers and residents of the community?

15 A. Yes.

16 Q. Considering the job eliminations projected by UtiliCorp in the data it
17 submitted in response to Union Interrogatories, are there equivalent jobs in the area for
18 which such bargaining unit employees, having lost their jobs with Empire District or
19 UtiliCorp, are qualified and trained so as to maintain their current income levels and
20 standards of living?

21 A. Not to my knowledge.

22 Q. Are there other nearby utilities where a Lineman, Electrician, Dispatcher or

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1 other bargaining unit employees who, upon losing their jobs, can put their skills and training
2 to work so as to maintain their current income levels and standards of living?

3 A. No. Other than several rural electric cooperatives, the only such utilities are
4 such a distance away from the majority of bargaining unit employees as to make employment
5 unrealistic if not impossible. As to the rural electric cooperatives, there is virtually no hiring
6 of new employees and, in addition, the wages and benefits are such as to impose a serious
7 setback in the standard of living. For the 6 Dispatchers projected to lose their jobs, there are
8 virtually no other places of comparable employment in the area.

9 Q. Commission Regulatory Auditor Cary Featherstone, in his Rebuttal
10 Testimony, noted that Empire will lose about one-third of its employees, but that those
11 fortunate enough to retain their jobs, may benefit from greater career opportunities. Has
12 either UtiliCorp or Empire discussed these opportunities with the Union or discussed training
13 programs to make these opportunities available?

14 A. No.

15 Q. Has UtiliCorp or Empire District advised you or any other representative of
16 IBEW Local 1474 of any program of training to be given to employees losing their jobs, so
17 as to enable them to find comparable employment either with UtiliCorp or with other
18 employers in the area?

19 A. No.

20 Q. Are you satisfied, and are the employees represented by Intervenor IBEW
21 Local 1474 satisfied, that UtiliCorp and Empire District, in determining to eliminate
22 bargaining unit jobs, have sufficiently taken into account the contributions to Empire on the

Cross-Surrebuttal Testimony of
Bill Courtney

1 part of bargaining unit employees, have demonstrated or established the beneficial cost
2 savings to result from these job eliminations, have sufficiently taken into account the adverse
3 consequences on safety and health of employees, or in any way established that the required
4 level of service by such remaining employees can be adequately and efficiently delivered to
5 customers following such job eliminations?

6 A. No. There has been a determination to eliminate jobs without study and
7 evidence concerning the impact. This approach is to shoot first and ask questions later. The
8 projected elimination of jobs will adversely affect not only the employees whose jobs are
9 eliminated after years of contribution to Empire District, but all remaining employees, the
10 utility itself, and the community served by the utility.

11 Q. In light of your testimony, what action do you request the Commission take
12 in connection with protecting the current employees represented by IBEW Local 1474 and
13 the long-term investment they have made to Empire District?

14 A. On behalf of IBEW Local 1474 and the members it represents, I ask that the
15 Commission impose Labor Protective Provisions, protecting the interests of bargaining unit
16 employees, as a condition of a merger. First of all, I request the imposition of a requirement
17 that there be no elimination of bargaining unit jobs as a part or result of the merger. I make
18 this request because the workload requires the existing number of employees, because a
19 reduced number of employees will be insufficient to perform required service to customers
20 and, most of all, because of the greatly increased risks to the lives and safety of employees.
21 Secondly, and in the alternative, I request that there be no elimination of bargaining unit jobs
22 unless and until UtiliCorp and Empire District conduct, and present to the Commission for its

Cross-Surrebuttal Testimony of
Bill Courtney

1 approval, thorough studies, evidence and documentation that such reductions in bargaining
2 unit jobs cannot and will not result in the inability of bargaining unit employees to provide
3 service without increased risks to their lives and safety – and, assuming that UtiliCorp
4 satisfactorily demonstrates the foregoing to the Commission and receives the Commission's
5 approval, that any desired reductions be accomplished through attrition rather than as a direct
6 result or part of the merger plan. I request further that prior to any elimination of jobs,
7 UtiliCorp be required to provide training to affected bargaining unit employees so as to
8 provide them an opportunity to maintain their employment (1) with UtiliCorp in the
9 geographical area currently served by Empire or (2) with other employers, providing
10 comparable terms of employment in the geographic area currently served by Empire. I
11 request that all bargaining unit employees whose jobs are eliminated be given first right of
12 recall or employment with UtiliCorp for all subsequent vacancies either within or outside the
13 bargaining unit, and that UtiliCorp provide whatever training as may be necessary to fill such
14 vacancies.

15 Q. Are you familiar with the Rebuttal Testimony of staff witness John M. Kiebel
16 (Tr. 4, 19) pertaining to the staff's position regarding quality of service issues, the
17 recommendation by staff to employ proposed service indicators to monitor customer service
18 and staff recommendations regarding what should be done in the event these performance
19 indicators reflect that UtiliCorp's actual performance is unfavorable?

20 A. Yes, I am.

21 Q. Do you wish to comment upon that testimony?

1 A. Yes. It is all well and good that UtiliCorp be required to provide the staff with
2 a written explanation as to why its performance did not meet acceptable levels and provide
3 an estimate of any cost to improve its performance, as well as credit its customers, but the
4 fact remains it does not address the problem of the deterioration of customer service and the
5 need to provide reliable and safe ongoing electrical service. And in light of staff witness
6 Janis E. Fischer's (Tr. 22-24) observations that the estimated merger-related labor savings
7 are flawed and not as significant as UtiliCorp has stated, I believe the more prudent course of
8 action best suited to protect the public interest, and the most effective remedy, is to maintain
9 current bargaining unit jobs to ensure reliable service.

10 Q. Are you familiar with the Rebuttal Testimony of staff witness James L. Ketter
11 (Tr. 5-6), wherein he describes a computer aided dispatching system utilized by UtiliCorp
12 that is alleged to allow service technicians in the field to work remotely more efficiently and
13 effectively in providing service and responding to outages and customer needs.

14 A. Yes.

15 Q. In that testimony, Mr. Ketter also notes that implementation of this computer
16 technology in the Empire service area is still subject to further analysis by UtiliCorp to
17 determine the feasibility of using it in the Empire service area?

18 A. That is correct. it is my understanding based, in part, upon Ketter's testimony
19 that, whether this system can or will ever be implemented in the Empire service area by
20 UtiliCorp is still in question.

21 Q. Are you also familiar with Mr. Ketter's Rebuttal Testimony (Tr. 6-8)
22 regarding the indices currently maintained by UtiliCorp to monitor system reliability and

Cross-Surrebuttal Testimony of
Bill Courtney

1 quality of service as well as the recommendation should the proposed merger be approved.
2 that these indices be separately maintained for the Empire Division to help ensure that
3 customers continue to receive reliable electric service?

4 A. Yes.

5 Q. Would you care to comment upon his testimony in light of your concerns
6 regarding the ability of UtiliCorp to continue to provide safe and reliable service?

7 A. Yes. Despite the potential availability of this computerized technology, there
8 is no assurance at this time that it will ever be implemented or will work. Thus, there
9 remains a very real concern whether UtiliCorp will be able to maintain reliable electric
10 service. Apparently, the staff shares the same concerns as it believes the indices should be
11 maintained and monitored. One way to assure reliable and quality service is to maintain
12 current staffing levels to ensure the ability to maintain quality service. As Mr. McKinney
13 previously noted, the Empire workforce is a dedicated and skilled workforce that has been
14 provided with enhanced training over the years. It would only make good sense to keep this
15 workforce in place to ensure the ability to provide reliable service.

16 Q. Are there any other Labor Protective Provisions, separate and apart from those
17 protecting against job elimination, that you seek from the Commission as a condition of
18 approval of the merger?

19 A. Yes, dealing with medical insurance and retirement benefits of bargaining unit
20 employees.

21 Q. What Labor Protective Provision do you request in connection with medical
22 insurance benefits?

Cross-Surrebuttal Testimony of
Bill Courtney

1 A. It appears that UtiliCorp intends to make drastic changes in employee
2 contributions to employer-provided medical insurance coverage. For example, as noted in
3 the Rebuttal Testimony of Ryan Kind, Chief Utility Economist for the Office of Public
4 Counsel (Tr. 78), it appears that UtiliCorp intends to require employees to pay the full cost of
5 medical insurance premiums, whereas Empire has been paying the majority of these costs.
6 This is unreasonable and imposes an undue hardship on the employees that the Commission
7 should not approve. I request that as a condition of approval of a merger, the Commission
8 require UtiliCorp to continue to maintain medical insurance coverage for bargaining unit
9 employees with no increase in the percentage of employee contributions than is currently
10 required. Any required contribution in excess of such amount is an unnecessary burden on
11 employees, who have made every bit as much a contribution to Empire and to the merged
12 entity as the shareholders of either utility.

13 Q. What Labor Protective Provision do you request in connection with retirement
14 benefits?

15 A. As noted by Commission Regulatory Auditor Steven M. Traxler (Tr. 56),
16 UtiliCorp has made it clear that the merger transaction will not restrict it from terminating
17 any employee pension plan or to receive the full amount of any excess amounts remaining.
18 With an average bargaining unit age of over 44 years, and with many employees well older
19 than that and nearing retirement, I request that the Commission impose as a condition of the
20 merger, a requirement that UtiliCorp not terminate or adversely change the retirement plan,
21 retirement funding or retirement benefits affecting bargaining unit members, or that, at the
22 very least, the Commission impose a requirement that the retirement benefits of currently

1 employed bargaining unit members be grand-fathered until their respective retirements.
2 These employees have invested their lives and their services on behalf of Empire District,
3 with the expectation of the retirement benefits promised them. I ask that shareholders not be
4 unjustly enriched at the expense of the legitimate and well-earned retirement expectations of
5 employees.

6 Q. Intervenor Empire District retirees seek modification of plan provisions so as
7 to include provisions for continuation and funding of their health, life and accidental
8 death/dismemberment insurance, and surviving spouse benefits. Do you support the position
9 of Intervenor Empire District retirees?

10 A. Yes, I do. These retirees include former employees within the bargaining unit
11 represented by IBEW Local 1474. These former employees retired with the very reasonable
12 and legitimate expectation that the retirement benefits promised to them, and upon which
13 they planned and based their retirements, would continue in effect and at the same funding
14 levels. To allow UtiliCorp, as a part of the merger, to eliminate or reduce benefits and
15 impose economic hardship on the part of retirees, is simply wrong. Retirees, like current
16 employees, have invested in and contributed to the success of Empire District Electric and,
17 like stockholders and current employees, their contributions and investments should be
18 protected..

19 Q. Does this conclude your Cross-Surrebuttal Testimony?

20 A. Yes, it does.

21

22

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of)
UtiliCorp United Inc. and The Empire District)
Electric Company for Authority to Merge The)
Empire District Electric Company with and into) EM-2000-369
UtiliCorp United Inc. and, in connection)
Therewith, Certain Other Related Transactions.)

AFFIDAVIT OF BILL COURTNEY

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

Bill Courtney, is, of lawful age, and on his oath states: that he has participated in the preparation of the foregoing Cross-Surrebuttal Testimony on behalf of the International Brotherhood of Electrical Workers (IBEW) Local 1474 in question and answer form, consisting of 66 pages to be presented in the above case; that the answers in the foregoing Cross-Surrebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers, and that such matters are true and correct to the best of his knowledge and belief.

Bill Courtney
Bill Courtney

Subscribed and sworn to before me this 18th day of August, 2000.

Claudia Edmiston
Notary Public

My Commission Expires:

CLAUDIA EDMISTON
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires 9/12/2003

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-1**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please state whether Empire District electric Company ("EDE") employees represented by the Union will be able to continue making contributions to all 401(k) plans in which they have been participants following the effective date of the proposed merger if approved by the Commission.

RESPONSE:

Yes. As stated in meetings with Union employees in April 2000, post closing of the proposed merger, the EDE 401(k) plan will be merged into the UtiliCorp United Inc. ("UCU") 401(k) plan. Assets will be transferred and employees represented by the Union and enrolled as participants, will be able to make contributions to the merged 401(k) plan.

ATTACHMENTS: None

ANSWERED BY: Phil Beyer

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-2**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please state whether UtiliCorp will continue to make 401(k) matching contributions on behalf of all EDE employees represented by the Union following the effective date of the proposed merger if approved by the Commission. If the answer is yes, please:

- (a) Identify to what plans matching contributions will be made;
- (b) Identify any conditions relating to UtiliCorp's continuing to make such matching contributions;
- (c) Identify the formula upon which matching contributions will be based, i.e. straight time earnings, overtime earnings or both;
- (d) State of what the contributions will consist, i.e. stock, cash or some other asset.

RESPONSE:

Yes. As stated in meetings with union employees in April, 2000, UtiliCorp will continue to make matching contributions on behalf of all active Union EDE employees who are participants in the 401(k) plan.

- (a) matching contributions will be made in UCU stock to the UCU Stock Fund in the 401(k) plan.
- (b) 50% match will continue at least for the remaining term of the collective bargaining agreement.
- (c) the definition of plan compensation as defined in the EDE 401(k) plan for Union employees will apply.
- (d) see (a)

ATTACHMENTS: None

ANSWERED BY: Phil Beyer

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-3**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

In the event an EDE employee who is represented by the Union decides to terminate his/her participation in any 401(k) plan or other benefit plan, please state what investment options will be available to said employee with respect to said employee's individual account and investment assets.

RESPONSE:

UCU is unclear what is meant by "other benefit plan" participation termination. UCU interprets this question as one post-merger of the EDE and UCU 401(k) plans. As to the merged 401(k) plan, and as stated in meetings with Union employees in April, 2000:

Subject to applicable legal requirements and plan provisions, in the event an EDE employee who is represented by the Union and participating in the 401(k) plan, elects to terminate participation in the company sponsored 401(k) plan, and provides notice to that effect, that participant's account will continue to be maintained by UCU until a distributable event occurs, such as termination of employment, retirement, age 70 ½ (at which time mandatory distribution of the account must commence). Said individual may, during the time of non-participation, reallocate investments among available fund options (subject to plan provisions) in the account, but cannot make additional deferrals to the account unless participation can be/ is resumed.

At the time of a distributable event as defined by the plan, the participant will be able to choose from distribution options as defined in the plan, including a rollover to an IRA.

ATTACHMENTS: None

ANSWERED BY: Phil Beyer

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-4**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Does UtiliCorp intend to terminate, amend or otherwise modify any 401(k) plans, any other benefit plans or benefits currently available to EDE employees represented by the Union and EDE retirees? If so, please identify:

- (a) When said termination, amendment or other modification may take place;
- (b) The nature or substance of the intended amendment or modification.

RESPONSE:

As stated in meetings with union employees in April, 2000;

Benefits will otherwise generally be maintained in accordance with the terms of the benefit plan documents and the collective bargaining agreement for the length of the contract, subject to any modifications necessitated by the merger of EDE and UCU.

With respect to the EDE 401(k) plan, post closing, UtiliCorp will commence merging the EDE 401(k) plan(s) with the UtiliCorp Retirement Savings Plan (401(k) plan). It is expected that this plan(s) merger will be completed 120 days post closing. UCU anticipates participants will enroll in UCU investment options with American Century within 120 days of closing and existing account balances will be transferred to the American Century investment options. EDE stock will be converted to UCU stock at closing. However, other than the conversion of EDE stock, no final decision on amendments has been reached.

ATTACHMENTS: None

ANSWERED BY: Phil Beyer

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-5**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please identify all current policies, practices or procedures relating to all benefits provided to EDE employees represented by the Union and retirees that will be terminated, amended or otherwise modified following the effective date of the merger if approved by the Commission.

RESPONSE:

As stated in the meetings with union employees in April 2000, UCU will provide benefits in accordance with the current collective bargaining agreement, for the length of such agreement, regarding current Union employees and retirees. See also response to DR IBEW-4.

ATTACHMENTS: None

ANSWERED BY: Phil Beyer

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-6**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please state whether UtiliCorp intends to eliminate or modify current EDE job positions or classifications held by those employees represented by the Union following the effective date of the proposed merger if approved by the Commission. If so, please:

- (a) Identify the job positions or classifications to be eliminated and their location;
- (b) Identify the job positions or classifications to be modified, their location and how the job positions or classifications will be modified.

RESPONSE:

(a) No final determination as to job positions or classifications to be eliminated or modified, or their location, has been made. Any final decision will be made in accordance with the applicable collective bargaining agreement ("CBA").

Per the individual transition team recommendations as reflected in presentations to the joint UCU/EDE steering committee, the following is a list of tentative job eliminations by major business function including some locations:

TENTATIVE BARGAINING POSITION REDUCTIONS

Supply/Generation

General Maint. - Ozark Beach	-1
Laborer - Asbury	-1
Mech. Maint. - Riverton	-1

Transmission

Dispatcher	-6
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Customer Services

Meter Reader	-1
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Sup Chain Mgmt

Mechanics	-4
Storekeeper	-2
Stores Clerk	-1

Network Services

Electrical Foreman	-4
Electrician	-4
Line Foreman	-4
Lineman	-15
Crane Truck Operator	-2
Meter Tester	-1
Transformer Recl. Foreman	-1
Transformer Recl. 1/C	-2

(b) No final determination as to job positions or classifications to be eliminated or modified, or their location, has been made. Any final decision will be made in accordance with the applicable collective bargaining agreement ("CBA").

Per individual transition team recommendations, storekeeper clerical work not directly related to storekeeping, will be absorbed by the network operations group. Electricians and linemen would also be expected to be able to operate a crane based on job requirements.

ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-7**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

In the event that UtiliCorp intends to eliminate, amend or otherwise modify EDE job positions or classifications of employees represented by the Union, please state whether UtiliCorp intends to form any new job positions or classifications consisting of or including the job duties and responsibilities of those positions and classifications to be either eliminated, amended or otherwise modified following the effective date of the proposed merger if approved by the Commission. If so, please identify the new proposed job positions or classifications and their duties and responsibilities. If written job descriptions have been developed, please provide copies.

RESPONSE: At the present time there are no plans to create new positions or classifications within the bargaining unit (IBEW #1474).

As per Data Request IBEW-6 jobs under consideration for modification are listed. Job descriptions identifying duties and responsibilities for modified jobs have not been developed. Any final decision will be made in accordance with the applicable collective bargaining agreement ("CBA").

ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-8**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please state whether UtiliCorp intends to terminate any EDE employees represented by the Union following the effective date of the proposed merger if approved by the Commission. If so, please identify:

- (a) The job positions or classifications to be reduced and the specific number of employees involved in each;
- (b) The locations where the reductions in force will occur.

RESPONSE:

- (a) Refer to Data Request No. IBEW-6 for the tentative listing of the number of positions or classifications to be eliminated. Whether any EDE employees represented by the Union will be terminated are unknown at this time. Any final decision will be made in accordance with the applicable collective bargaining agreement ("CBA").
- (b) Undetermined at this time.

ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-9**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

In connection with the elimination, amendment or modification of any job positions or classifications or reductions in force of employees represented by the Union, please state whether UtiliCorp has conducted any studies or prepared any reports or documents relating to UtiliCorp's ability to continue to deliver safe and reliable service as well as its ability to respond to any emergency or unanticipated interruptions of service. If the answer is yes, please provide copies of all such studies, reports or documents related to the above.

RESPONSE: UCU intends to operate the assets in a safe and reliable manner, consistent with UCU's current operations and business model, including its demonstrated ability to respond to emergencies or unanticipated interruptions of service. No specific studies have been conducted.

ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-10**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

Please state whether UtiliCorp intends to eliminate or close any field facilities used in providing and maintaining service, such as EDE storerooms, located throughout Missouri and Kansas following the effective date of the proposed merger if approved by the Commission. If so, please identify all such facilities, including their location.

RESPONSE: UCU is unclear what is meant by "field facilities used in providing and maintaining service". Certain facilities may be eliminated or closed, although no final decision has been made at this time. Any elimination or closing will be in accordance with the applicable CBA.

Per the individual transition team recommendations as reflected in presentations to the joint UCU/EDE steering committee, the list of tentative facility closings is located in Schedule 3 of Staff witness Janis E. Fischer's rebuttal testimony designated "HC".

ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

**UTILICORP UNITED
DOCKET NO. EM-2000-369
DATA REQUEST NO. IBEW-11**

DATE OF REQUEST: June 23, 2000

DATE RECEIVED: June 26, 2000

DATE DUE: July 23, 2000

REQUESTOR: IBEW

QUESTION:

In the event UtiliCorp intends to eliminate or close any field facilities used in providing and maintaining service, please state whether UtiliCorp has conducted any studies or prepared any reports or documents relating to UtiliCorp's ability to continue to deliver safe and reliable service as well as its ability to respond to any emergency or anticipated interruptions of service. If the answer is yes, please provide copies of all such studies, reports or documents related to the above.

RESPONSE: See responses to DR's IBEW-9.


ATTACHMENTS: none

ANSWERED BY: Ivan Vancas

VERIFICATION

State of Missouri)
) SS
County of Jackson)

I hereby certify that I have read the above document and the answers given are true to the best of my knowledge and belief.



Phil Beyer

Subscribed and sworn to before me this 18th day of July, 2000.



Notary Public

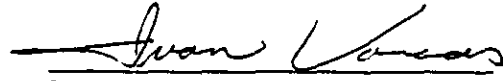
My commission expires: May 22, 2002

CATHERINE L. THURMAN
Notary Public-State of Missouri
Commissioned in Jackson County
My Commission Expires May 22, 2002

VERIFICATION

State of Missouri)
) SS
County of Jackson)

I hereby certify that I have read the above document and the answers given are true to the best of my knowledge and belief.


Ivan Vancas

Subscribed and sworn to before me this 19th day of July, 2000.


Notary Public

My commission expires: Deborah Riley Riggs
Notary Public, State of Missouri
County of Jackson
My Commission Exp. 07/28/2001