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Title: **Laclede Gas Company and Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE) Local 5-6 (2004)**

K#: **6047**

Employer Name: **Laclede Gas Company**

Location: **MO St. Louis**

Union: **Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE)**

Local: **5-6**

SIC: **4920**

NAICS: **221210**

Sector: **P**

Number of Workers: **1150**

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K6047

LABOR AGREEMENT

Between

LACLEDE GAS COMPANY

and

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

LOCAL UNION No. 5-6

Effective August 1, 2004

Attend Your
Local Union Meetings
Regularly

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

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

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 16th day of August, 2004, by and between LACLEDE GAS COMPAY (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 of this Agreement.

Section 2. Union Membership.

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

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

Section 3. Checkoff.

The Company agrees that upon individual authorization from members, periodic Union dues, initiation fees and assessments shall be deducted by the Company from members' first pay of each month. These funds shall be forwarded to the Financial Secretary of Local Union No. 5-6 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

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

ction 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 nended or repealed, during the term of this Agreement, the ompany agrees that it will at that time, upon written demand made on it by the Union, negotiate on the Union's demand for changes any of the above Sections of Article I, if it shall then be lawful to o so.

Article II
PROCEDURE FOR SETTLEMENT OF GRIEVANCES

First Step. In the case of any grievance arising under this Agreement the employee or employees, the Shop Steward, or other Officers, within twenty (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 twenty (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.

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. T
Business Manager or Business Representative shall have t
option to request a meeting within five (5) working days with t
Superintendent or Department Head and to have present o
(1) other Officer of the Union.

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

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

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

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

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

By mutual consent of the Union and the Company, any or all o
the previous steps of the grievance procedure may be waived i

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 the 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 annot be obtained by the methods set for 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 tep of the grievance procedure, of their intention to refer the mater to an Impartial Arbitrator to whom all unresolved issues shall be ubmitted for a final decision. The Union shall state the issue to be rbitrated.

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

3. Each party shall pay the expenses incurred by them and they hall share equally the fees and expenses of the Impartial Arbitrator, ncluding the cost of his transcript. Employees, not to exceed five 5), who are absent from their regular scheduled work assignments or the purpose of testifying as Union witnesses in arbitration proceedings shall be paid up to a maximum of eight (8) hours pay at heir 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 he 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 tha two unresolved grievances at the same time.

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

If the arbitrator requires a transcript of an arbitration hearing, e the Company and Union mutually agree to a transcript, the cost c such transcript shall be divided equally between the parties. If onl one of the parties desires a transcript, and the arbitrator does nc require a transcript, such party shall pay the cost; provided, how ever, that if the other party subsequently procures any part of th transcript, it will reimburse the other party for one-half (½) of th total cost of the transcript.

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

Article IV
NO LOCKOUT OR STOPPAGE OF WORK

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

Article V
SENIORITY

Section 1. Seniority and Its Determination.
There are two kinds of seniority: departmental seniority an Company seniority.

The departmental seniority of any employee at any time is th length of such employee's continuous employment in the depart

nent in which he has his regular job.

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

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

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

An employee promoted after August 1, 2004, to a job classificaon above those covered by this Agreement may for any reason eturn to his former job with accrued seniority within thirty (30) orking days after said promotion. After the expiration of said thirty 30) working days, the employee may return to his department ithin nine (9) months of said promotion with the seniority he tained prior to his promotion.

Employees promoted to management prior to August 1, 2004, all retain the right to return to their former department in the barraining unit. Such employees will be credited with only the seniory they attained prior to being promoted to management.

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

ection 2. Seniority Rights and Privileges.
In the event it becomes necessary to reduce the working force in ny department because of lack of work, employees in such depart ent shall be laid off in inverse seniority order; that is, the employee ith the least departmental seniority shall be the first laid off. mily status shall be given consideration when seniority is equal.

It is expressly intended that, while cessation of active employent because of layoff under the preceding paragraph shall termiate the services of the employee, the employee shall have the folwing 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 rever order of their layoff.

2. Such offer of reemployment shall be mailed to the last know address of the former employee and shall require his accep ance and presence on the job within ten (10) days from th date thereof. If the employee refuses such offer of reemplo ment or if such offer remains unanswered at the end of the te (10) day period, such offer of reemployment and th employee's reemployment rights and privileges shall be term nated.

3. If the employee accepts reemployment under 1 and 2 abov he shall, upon returning to work, be credited with the senio ity which had accrued to him up to the date of his terminatio for lack of work.

4. Employees rehired under 1, 2 or 3 above shall accrue senio ity during the time of their layoff provided they are reemplc and return to work within six (6) months of the date of layo Employees rehired under 1, 2 and 3 above more than six (6 months after the date of layoff shall not accrue seniority du ing the time of layoff and upon returning to work shall b credited only with the seniority which had accrued to them u to the date of layoff.

5. In the event of other vacancies, which under other provisior of this contract would be filled by hiring, the Company w notify employees who have been laid off of the existenc thereof provided the employees' qualifications meet th requirements of such job vacancies. Employees notified of th existence of such vacancy shall within three (3) days of th date of said notice request an interview be arranged with th head of the department in which such vacancy exists. Failu to make such request within such three (3) day period sha *forfeit any right the employee may have as to such vacancy.*

6. Employees reemployed under 5 above shall upon returning work be credited with Company seniority only which ha accrued to them up to the date of their termination for lack work.

7. Employees receiving actual notice of layoff and who thereaft leave the employ of the Company prior to the date of layoff accept other employment shall be entitled to the reemplo ment rights and privileges contained hereinabove in subpar

graphs 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 he former employee when posted by registered mail, addressed to he last known address of such employee. The Company will maintain an active file of all mailing addresses furnished by employees vho have been laid off but assumes no obligation to notify such mployees otherwise than as in this subsection provided.

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

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

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

Any disputes arising out of the operation of seniority shall be set- ed as provided elsewhere in this Agreement for the settlement of l grievances or disputes.

ection 3. Posting of Seniority Lists.

The Company will post revised seniority lists on bulletin boards nd tool carts semiannually during January and July. On the revised eniority lists to be posted during July, 1955, and on all future lists, e Company and departmental seniority of those former employees f the St. Louis County Gas Company who were reemployed by the ompany after their services had been terminated in 1949, shall be e same as if there had been no interruption of continuous employ- ent as a result of said termination. The restoration of the afore-

mentioned seniority shall not result in the displacing of an employee in any job held as of July 1, 1955. Effective as of the dat of final acceptance of this Labor Agreement by the Union, and onl from that date forward, the Company and departmental seniority o employees laid off in the Construction and Maintenanc Department in the layoffs of November 28, 1952, and April 24, 1953 and subsequently reemployed, shall be the same as if the seniorit provisions of the Labor Agreement effective July 1, 1953, had beer in effect at the time they were laid off. It is agreed that no furthe 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 Compan or departmental seniority of a person on disability retirement wh 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 th department bulletin boards and in cases of vacancies in th Construction and Maintenance Department shall also be posted o tool carts for bids within a period of two (2) working days of the occurrence and remain posted for four (4) working days so tha employees may bid. After bids are received the position shall b filled within five (5) working days. Sundays and holidays shall no be considered work days under this provision. An employee absen from work during the full four (4) day posting period, including a employee on FMLA leave during that period, shall upon returning t work contact his Department Head to determine what jobs were bi during his absence and such employee shall be permitted to bid o any such jobs within four (4) working days after his return to work

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

Employees wishing to remove their names from a bid sheet sha contact the head of their department who, with the employee, sha

nark the date of withdrawal and both sign same.

When an employee bids on a vacancy and is placed on the job nd for any reason during his training period is restored to his forner position or bids to another position, then the vacancy shall be illed from the original bid sheet. This shall not apply when an mployee completes his training and qualifies for the job and has ctually taken over the duties required by the job, in which event the ob shall be rebid; except that the job shall be filled from the origial bid sheet if employees (not exceeding two [2]) shall vacate the ob for any reason within thirty (30) working days after completing raining 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) workings days, nd 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 emporary 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 fo reemployment within ninety (90) days after being relieved fro such training and service or from hospitalization continuing afte discharge for a period of not more than one (1) year. Any employe who has or shall enlist in the Ready Reserve for an initial three (3 to six (6) months active-duty-for-training shall make application fo reemployment within sixty (60) days after his release from suc duty, or his discharge from hospitalization continuing after such release for a period of not more than six (6) months. Should an question arise as to the employee being able to perform the job, o the Company claim that circumstances have so changed as to mak 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 senior ity, an opportunity presents itself which would afford the inductee or enlisted employee a chance to advance, upon his return, he shal 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 compul sory 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 serv ice 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

he method set forth in the above paragraph covering the return of ervice 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 n 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 (1) 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 (1) 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 an department shall be given preference over employees in othe departments. It is understood that an employee, in order to exer cise such preference, must have more seniority than the employe he replaces. After the employees are in the new department and th most junior employees have been laid off, such employees who hav exercised their preference to go into the new department will b granted departmental seniority in the new department equivalent t 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 (12)-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 more than 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 more than 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 the employee attained five (5) years of Company seniority.

(6) For an employee who has more than 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 the employee attained ten (10) years of Company seniority.

(7) For an employee who has more than 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 the employee 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 the employee 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) Employees who have exhausted annual sick leave benefits and subsequently go home sick after reporting shall be paid only for the hours worked prior to going home sick.

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

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

Section 3. Leave of Absence.

Employees, who are members of the Union, when delegated or elected to transact business or matters pertaining to the Local Union shall be granted such leave of absence as may be necessary 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 of without loss of pay allowed for the purpose of attending the funera 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 retirant to serve as a pallbearer, they shall be permitted to be absent from work without loss of pay for one (1) 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 (8) 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 Purchasing and Materials Management 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 pur-

pose 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 (8) 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 (1) 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 employ-

ment 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 n said employee, on the day of his return to work, being assigned o 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, 2004, the rates of pay of all job classifications, ncluding the minimum rates for same, and all employees within aid classifications, are increased 2.50% per hour over the rates of pay in effect on July 31, 2004; and effective August 1, 2005, said rates hall be similarly increase 2.50% per hour over the rates of pay in ffect on July 31, 2005; and effective August 1, 2006, said rates shall e similarly increased 2.50% per hour over the rates of pay in effect n July 31, 2006; and effective August 1, 2007, said rates shall be imilarly increased 2.50% per hour over the rates of pay in effect on uly 31, 2007.

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

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

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

An employee receiving a rate of pay higher than the classified ate 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 Articl IX, Section 6, and such rate shall be considered a man rate.

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

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

Section 4. Lump Sum

A lump sum will be payable to each person in the bargaining uni employed on August 1, 2004, August 1, 2005, August 1, 2006 anc August 1, 2007, in the amount of .50% except for anyone in the sum mer student program.

Lump sum will be calculated by multiplying: (a) the employee' 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 direct deposit on the sec ond payday after August 1, 2004, 2005, 2006 and 2007 respectively

The lump sum payment will be included in compensation fo 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 hal 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 tha 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 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 (2) time for all hours, either scheduled or nonscheduled, which he is then required to work consecutively until release.

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 (7) hours of completing their preceding shift will be paid at the double time (2) 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 (6th) 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 Purchasing and Materials Management 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 depart-

ment 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) four (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.
Employees will be paid biweekly by direct deposit to their bank.

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
Presidents' Day	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 (4) hour half (½) holiday will be the last four (4) hours of an employee's eight (8) hour shift.

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

Section 10. Vacations.

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

Employees who have or will complete six (6) years of service dur-

ing 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.

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 forty (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 forty (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 employ*ees 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 Heard 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 (5)-day workweek, shall be considered essential, so as to continue work during inclement weather, shall, when on a six (6)-day schedule, work their sixth (6th) 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 to 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 the 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 or below prevail, the crews of Leak Trucks not then required to perform emergency work (as heretofore described) shall standby either at their work headquarters or first job 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, three (3) Saturdays off out of eight (8), replaces the present schedule of two (2) Saturdays off out of eight (8), and will apply to those who are presently on a two (2) out of eight (8) schedule. (It excludes personnel on a five (5) over seven (7) schedule and those employees who regularly work Sunday.) This schedule will continue for six (6) months with the prospect that it will apply on a permanent basis. If, at any time after the six (6) month period, the Company believes there is reason to revert to the agreement with the Union concerning two (2) Saturdays off out of eight (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 depart mental seniority order within the classification and within the dis trict 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 eight hundred (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-seven and one-half (37½) 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 (ten [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 (6) 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 (6) 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 one hundred and twenty (120) working days in any three (3) 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 four percent (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 three dollars and seventy-five cents ($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 that twelve (12) miles from his normal work headquarters. The measurement of the twelve (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 that fifty percent (50%) of its area beyond the

twelve (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 fifty percent (50%) of its area beyond the twelve (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 (3) established districts, or if subdistricts or satellites are established under the present three (3) 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 twelve (12) mile principle will apply.

Section 24. Instrumentation and Control—Travel Pay.
The Company will pay a travel allowance of three dollars and seventy-five cents ($3.75) per day for Instrumentation and Control employees who are assigned to report to a job location more than twelve (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 (12) 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 Subdivision 2(a) or 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 four percent (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, how-

ever, 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. 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

ermination 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 (5) years. The last of such years shall be the twelve (12) month period ending on the last day of the month preceding the month of termination of the employee's employment, and the other four (4) years shall be measured back in a similar manner. The amount of dismissal pay owing to the eligible employee shall be sixty (60) hours pay for each complete year of Company seniority up to the time of termination.

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

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

Section 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 Owing.

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

Section 18. Loss of Seniority.

Any employee who has received dismissal pay from the Compan shall lose all seniority and shall cease to be in any way connecte with the Company. Should such employee thereafter be reem ployed by the Company, he shall accept such reemployment as new employee without seniority credit for previous service with th 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 vol untary or involuntary transfer (whether of title or possession o 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 obliga tion 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 refereed to in Subdivision 15(c) of this Article.

Article X
INSURANCE AND RETIREMENT PLANS

Section 1. Insurance Plans.

(a) The Company agrees to provide, coverage under Laclede's Comprehensive Medical Plan, as previously amended and as amended by the Agreement dated July 31, 2000, until September 1, 2004. From September 1, 2004, through the term of this Agreement healthcare coverage will be provided with employees choosing coverage under either the HealthLink Open Access I or II plan.

HealthLink Open Access I requires a monthly employee composite contribution of $114.00 during the first year of the Agreement. Monthly pre-tax contributions in Year 1 are as follows for the various levels of coverage:

Employee only	$ 49.00
Employee/spouse	$103.00
Employee/child(ren)	$ 93.00
Family	$147.00

HealthLink Open Access II requires a monthly employee composite contribution of $35 during the first year of the Agreement. Monthly pre-tax contributions in Year 1 are as follows for the various levels of coverage:

Employee only	$15.00
Employee/spouse	$31.00
Employee/child(ren)	$28.00
Family	$45.00

Annual future cost increases as determined by Laclede's benefits consultant based on information provided by the Company's healthcare administrative services provider shall be shared at the ratio of 80% Company/20% Employee in years 2, 3 and 4 of the contract. Annual increases in the employee monthly composite contribution shall be capped at $10 per month. There will be no plan design changes to either plan option over the term of the contract.

All required contributions for healthcare coverage will be made by pre-tax payroll deduction each pay period.

(b) Dental.

For the period August 1, 2004 through July 31, 2008, the Company agrees to provide each employee following the comple-

tion 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% payment and $3,000 Orthodontic maximum.

The negotiated composite rate of this program is $77.30 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 $77.30 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, 2004 through July 31, 2008, 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, 2008, is $17.20 per month per eligible employee.

It is understood that this vision program is negotiated on a fixed cost basis and the Company's fixed cost of $17.20 per month per eligible employee will remain until it is changed as a result of negotiation between the parties.

(d) Health Care Reimbursement Account (HCRA)

The Company agrees to make available to all employees covered by this Agreement a Health Care Reimbursement Account (HCRA), effective September 1, 2004.

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 August 16, 2004.

Section 3. 401(k) Plan.

The Company has a 401(k) Plan which has been in effect since August 1, 1986, which has been previously amended, and which was amended by the Agreement dated August 16, 2004. 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 (3) 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/o supplements to the Labor Agreements between the Company anc the Union which remain unchanged by this Agreement are by refer ence adopted herein in their entirety and made a part hereof witl like effect as if said amendments and/or supplements had been se forth in full in this Agreement.

Article XIV
DURATION OF THIS AGREEMENT

It is hereby agreed that this Agreement shall remain in effec from and after August 1, 2004, until midnight July 31, 2008, and shall be automatically extended from year to year thereafter, pro vided that either party may give to the other written notice of inten tion to terminate or of desired changes not later than sixty (60) days before July 31, 2008, or July 31 of any year thereafter, that this Agreement is in effect. If any notice (whether of intention to termi nate 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 ha caused this instrument to be executed by its proper representativ thereto duly authorized, and the said Paper, Allied-Industria Chemical & Energy Workers International Union, Local Union No. 6, and the officers and members thereof, have caused this instru ment to be executed by the officers of said Union duly authorized a 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: PATRICK J. WHITE
President

By: Contract Committee:
KEVIN L. PATTERSON, Co-Chairman
JOSEPH L. SCHULTE, Co-Chairman
BARBARA A. TEMM, Co-Chairman
THOMAS J. LUEBBERT
GLENN HALEY
PETER G. ZIMMERMANN
DALE W. SKYLES

PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKER 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. Tenan, President

BY CONTRACT COMMITTEE:

_____
Thomas A. Scheibelhut, Co-Chairman

_____
Joseph L. Schulte, Co-Chairman

_____
Barbara A. Tenan, Co-Chairman

_____
Edward C. Bixby

_____
Richard K. Martens

_____
Diane M. Werner

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

BY: _____
Daniel J. O'Leary, President

BY CONTRACT COMMITTEE:

_____
Thomas A. Scheibelhut, Co-Chairman

_____
Joseph L. Schulte, Co-Chairman

_____
Barbara A. Tenan, Co-Chairman

_____
Thomas M. Berra

_____
Stanley J. Crain

_____
Herman H. Hummert

_____

PAPER, ALLIED-INDUSTRIAL CHEMICAL ENERGY WORKERS INTERNATIONAL UNION

BY: _____
Ronald J. Wilkey
International Representative

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

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

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

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

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

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

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

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

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

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

OIL CHEMICAL AND ATOMIC WORKER
International Union, Local 5-194

By Angelo D'Angelo
Angelo D'Angelo, President

By Contract Committee

R. C. Tibbs, Chairman

R. Kyzalski

R. Baumachuh

E. Bixby

OIL CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION

By
Robert Coss, Vice President

By Lawrence E. Langford
Lawrence Langford
International Representative

OIL CHEMICAL AND ATOMIC WORKERS
International Union, Local 5-6

By Gene Bandera
Gene Bandera, President

By Contract Committee:

R. C. Tibbs, Chairman

J. Diamantini

D. Layton

Clemmon Hickey

James Nicolay

R. Hammond

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							
Gas Supply	Effective 08/01/04 Minimum	08/01/04 Maximum	Effective 08/01/05 Minimum	08/01/05 Maximum	Effective 08/01/06 Minimum	08/01/06 Maximum	Effective 08/01/07 Minimum	08/01/07 Maximum
721 Senior Machinist	$17.745	$25.436	$18.189	$26.072	$18.644	$26.724	$19.110	$27.392
720 Senior Const/Maintenance Mechanic*	16.615	24.308	17.030	24.916	17.456	25.539	17.892	26.177
680 Electrician--Machinst*	16.307	24.013	16.715	24.613	17.133	25.228	17.561	25.859
636 First Class Machinst*	16.915	24.623	17.338	25.239	17.771	25.870	18.215	26.517
597 Swingman--Storage Field	15.718	23.439	16.111	24.025	16.514	24.626	16.927	25.242
596 Storage Field Operator	15.718	23.439	16.111	24.025	16.514	24.626	16.927	25.242
565 Second Class Machinist*	15.540	23.250	15.929	23.831	16.327	24.427	16.735	25.038
350 Special Plant--Laborer	14.450	22.169	14.811	22.723	15.181	23.291	15.561	23.873
305 Electrician Assistant*	15.361	22.883	15.745	23.455	16.139	24.041	16.542	24.642
275 Gas Supply Clerk	14.263	21.881	14.620	22.428	14.986	22.989	15.361	23.564
225 Machine Shop Helper	13.954	21.680	14.303	22.222	14.661	22.778	15.028	23.347

GAS SUPPLY AND CONTROL DEPARTMENT (Cont.)

Laborer:	Effective 06/01/04 Hourly Rate	Effective 06/01/05 Hourly Rate	Effective 06/01/06 Hourly Rate	Effective 06/01/07 Hourly Rate
356 Gas Supply Laborer One	$20.683	$21.200	$21.730	$22.273
354 Gas Supply Laborer Two	20.139	20.642	21.158	21.687
349 Gas Supply Laborer Three	19.446	19.932	20.430	20.941
347 Gas Supply Laborer Four	18.809	19.279	19.761	20.255
345 Gas Supply Laborer Five	12.270	12.577	12.891	13.213

*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 Assistant -- 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 sharper; do burning and rigging and replace worn or broken parts on industry machinery. Qualified Electrician Assistant (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 sharper.

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 sharper; 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	08/01/04	Effective	08/01/05	Effective	08/01/06	Effective	08/01/07
System Control	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
650 Controller	$16.055	$23.769	$16.456	$24.363	$16.867	$24.972	$17.289	$25.596
585 Assistant Controller	15.663	23.382	16.055	23.967	16.456	24.568	16.867	25.180
275 Gas Supply Clerk	14.263	21.881	14.620	22.428	14.986	22.989	15.361	23.564
Instrumentation & Control								
740 Instrumention & Electronic Technician	$17.365	$25.063	$17.799	$25.690	$18.244	$26.332	$18.700	$26.990
682 Second Class Technician	16.307	24.013	16.715	24.613	17.133	25.228	17.561	25.859
275 Gas Supply Clerk	14.263	21.881	14.620	22.428	14.986	22.989	15.361	23.564
224 Third Class Technician	14.460	22.169	14.811	22.723	15.181	23.291	15.561	23.873

CONSTRUCTION AND MAINTENANCE DEPARTMENT

940 Working Foreman (Refer to supplemental agreements)		$24.639		$25.255		$25.886		$26.533
750 Welder--Class A*	$17.664	27.177	$18.106	27.856	$18.559	28.552	$19.023	29.266
705 Welder Trainee*	16.484	24.189	16.896	24.794	17.318	25.414	17.751	26.049
686 Corrosion Protection Inspector	16.307	24.013	16.715	24.613	17.133	25.228	17.561	25.859
610 Leak Truck Foreman*	15.962	23.662	16.361	24.254	16.770	24.860	17.189	25.482
560 Compressor Operator, Specialty	15.540	23.161	15.929	23.740	16.327	24.334	16.735	24.942
553 Foreman Installation Truck*	15.749	23.447	16.143	24.033	16.547	24.634	16.961	25.250
544 Utility Foreman	15.362	23.071	15.746	23.648	16.140	24.239	16.544	24.845
543 Leak and Drip Inspector	15.362	23.071	15.746	23.648	16.140	24.239	16.544	24.845
500 Equipment Operator	15.053	23.097	15.429	23.674	15.815	24.266	16.210	24.873
497 Caulker*	15.053	22.777	15.429	23.346	15.815	23.930	16.210	24.528

CONSTRUCTION AND MAINTENANCE DEPARTMENT (Cont.)

	Hourly Rate Wage							
	Effective Minimum	08/01/04 Maximum	Effective Minimum	08/01/05 Maximum	Effective Minimum	08/01/06 Maximum	Effective Minimum	08/01/07 Maximum
495 Drill - Stop Operator*	$15.053	$23.097	$15.429	$23.674	$15.815	$24.266	$16.210	$24.873
470 Gas Man - S.I.T.-Construction - A.P.C.*	14.930	22.648	15.303	23.214	15.686	23.794	16.078	24.389
469 Gas Man - S.I.T.-Construction*	14.930	22.648	15.303	23.214	15.686	23.794	16.078	24.389
468 Gas Man InstallationTruck*	14.930	22.648	15.303	23.214	15.686	23.794	16.078	24.389
436 Compressor Operator	14.808	22.527	15.178	23.090	15.557	23.667	15.946	24.259
434 Truck Driver Mixer	15.053	23.097	15.429	23.674	15.815	24.266	16.210	24.873
421 Utility Man	14.753	22.463	15.122	23.025	15.500	23.601	15.888	24.191
363 Leak Truck Man*	14.673	22.391	15.040	22.951	15.416	23.525	15.801	24.113
272 Truck Driver New	14.129	21.860	14.482	22.407	14.844	22.967	15.215	23.541
241 Gas Man*	14.018	21.738	14.368	22.281	14.727	22.838	15.095	23.409
226 Paving Breaker Operator	13.954	21.680	14.303	22.222	14.661	22.778	15.028	23.347
Laborer:								
158 C&M Laborer One		$20.794		$21.314		$21.847		$22.393
157 C&M Laborer Two		20.256		20.762		21.281		21.813
151 C&M Laborer Three		19.559		20.048		20.549		21.063
148 C&M Laborer Four		18.912		19.385		19.870		20.367
143 C&M Laborer Five		12.395		12.705		13.023		13.349

*Additional 6 cents per hour applicable on job as indicated. Meter Station or service pipe installations performed in an industrial, commerical 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 Minimum	08/01/04 Maximum	Effective Minimum	08/01/05 Maximum	Effective Minimum	08/01/06 Maximum	Effective Minimum	08/01/07 Maximum
683 Special Adjusts (Industrial, Commerical, and Institutional)	$17.096	$24.685	$17.523	$25.312	$17.961	$25.945	$18.410	$26.594
681 General Fitting	16.307	24.013	16.715	24.613	17.133	25.228	17.561	25.859
607 Special Adjusts	15.794	23.495	16.189	24.082	16.594	24.684	17.009	25.301
390 Combination, Turn-On, Cut-Off and Complaint Truck	14.625	22.513	14.991	23.076	15.366	23.653	15.750	24.244
306 Meter Change and Remove	14.321	22.046	14.679	22.597	15.046	23.162	15.422	23.741
258 Domestic Adjusts	14.075	21.798	14.427	22.343	14.788	22.902	15.158	23.475
Helper:								
156 SAID Helper One		$20.683		$21.200		$21.730		$22.273
154 SAID Helper Two		20.139		20.642		21.158		21.687
149 SAID Helper Three		19.446		19.932		20.430		20.941
147 SAID Helper Four		18.809		19.279		19.761		20.255
145 SAID Helper Five		12.270		12.577		12.891		13.213

*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 Minimum	08/01/04 Maximum	Effective Minimum	08/01/05 Maximum	Effective Minimum	08/01/06 Maximum	Effective Minimum	08/01/07 Maximum
515 Head Stockman	$15.230	$22.950	$15.611	$23.524	$16.001	$24.112	$16.401	$24.715
372 Tractor-Trailer Truck Driver	14.563	22.522	14.927	23.085	15.300	23.662	15.683	24.254
371 Relief Man No. 2	14.563	22.279	14.927	22.836	15.300	23.407	15.683	23.992
370 Receiving and Shipping Clerk	14.563	22.279	14.927	22.836	15.300	23.407	15.683	23.992
324 Crane Operator and Yardman	14.384	22.110	14.744	22.663	15.113	23.230	15.491	23.811
323 Tool Repairman	14.384	22.110	14.744	22.663	15.113	23.230	15.491	23.811
273 First Class Stockman	14.129	21.860	14.482	22.407	14.844	22.967	15.215	23.541
271 Truck Driver	14.129	21.860	14.482	22.407	14.844	22.967	15.215	23.541
172 Second Class Stockman	13.716	21.434	14.059	21.970	14.410	22.519	14.770	23.082
138 Stockman Apprentice	12.673	20.406	12.990	20.916	13.315	21.439	13.648	21.975

METER DEPARTMENT

		Hourly Rate Wage							
		Effective Minimum	08/01/04 Maximum	Effective Minimum	08/01/05 Maximum	Effective Minimum	08/01/06 Maximum	Effective Minimum	08/01/07 Maximum
689	Meter and Regulator Field Man	$16.307	$24.013	$16.715	$24.613	$17.133	$25.228	$17.561	$25.859
625	Instrument Repairman	15.843	23.565	16.239	24.154	16.645	24.758	17.061	25.377
526	Miscellaneous Repairman	15.287	23.013	15.669	23.588	16.061	24.178	16.463	24.782
499	Regular Repairman	15.053	22.777	15.429	23.346	15.815	23.930	16.210	24.528
498	Fitter	15.053	22.777	15.429	23.346	15.815	23.930	16.210	24.528
437	Adjuster	14.808	22.527	15.178	23.090	15.557	23.667	15.946	24.259
326	Boom Truck Driver	14.384	22.110	14.744	22.663	15.113	23.230	15.491	23.811
271	Truck Driver	14.129	21.860	14.482	22.407	14.844	22.967	15.215	23.541
230	Painting Meters and Regulators-*Hydrotesting*	13.954	21.680	14.303	22.222	14.661	22.778	15.028	23.347
229	Painting Meters and Regulators	13.954	21.680	14.303	22.222	14.661	22.778	15.028	23.347
183	Incoming Testing	13.780	21.507	14.125	22.045	14.478	22.596	14.840	23.161
181	Hydro Testing	13.780	21.507	14.125	22.045	14.478	22.596	14.840	23.161
101	Senior Dock Laborer	13.370	21.103	13.704	21.631	14.047	22.172	14.398	22.726
	Laborer:								
776	Meter Department Laborer One		$20.683		$21.200		$21.730		$22.273
775	Meter Department Laborer Two		20.139		20.642		21.158		21.687
774	Meter Department Laborer Three		19.446		19.932		20.430		20.941
773	Meter Department Laborer Four		18.809		19.279		19.761		20.255
772	Meter Department Laborer Five		12.270		12.577		12.891		13.213

TRANSPORTATION DEPARTMENT

	Hourly Rate Wage							
	Effective Minimum	08/01/04 Maximum	Effective Minimum	08/01/05 Maximum	Effective Minimum	08/01/06 Maximum	Effective Minimum	08/01/07 Maximum
730 Foreman (Mechanical Line)	$17.460	$25.258	$17.897	$25.889	$18.344	$26.536	$18.803	$27.199
729 Foreman (Body Line)	17.460	25.258	17.897	25.889	18.344	26.536	18.803	27.199
666 Mechanic	16.729	24.527	17.147	25.140	17.576	25.769	18.015	26.413
665 Painter and Body Man	16.729	24.527	17.147	25.140	17.576	25.769	18.015	26.413
556 Second Class Painter Body Man	15.483	23.200	15.870	23.780	16.267	24.375	16.674	24.984
555 Second Class Mechanic	15.483	23.200	15.870	23.780	16.267	24.375	16.674	24.984
460 Stock and Parts Clerk, Mechanical	15.486	23.200	15.873	23.780	16.270	24.375	16.677	24.984
150 Helper (Tire Man)	13.598	21.323	13.938	21.856	14.286	22.402	14.643	22.962

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 08/01/04		Effective 08/01/05		Effective 08/01/06		Effective 08/01/07	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
514 Maintenance Man	$15.230	$22.950	$15.611	$23.524	$16.001	$24.112	$16.401	$24.715
210 Paint - Wall Washing	14.202	21.624	14.557	22.165	14.921	22.719	15.294	23.287
121 Custodian	12.265	20.001	12.572	20.501	12.886	21.014	13.208	21.539

METER READING DEPARTMENT

527 Special Meter Reading - Clerk	$15.287	$23.013	$15.669	$23.588	$16.061	$24.178	$16.463	$24.782
422 Meter Reader	14.753	22.463	15.122	23.025	15.500	23.601	15.888	24.191

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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