

A G R E E M E N T

between

ELMHURST MUTUAL POWER AND LIGHT COMPANY

and

LOCAL UNION NO. 483

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

April 1, 2005 through March 31, 2008

TABLE OF CONTENTS

	Page
Preamble.....	1
Article I - Term of Agreement.....	1
Article II - Union Recognition.....	1
Article III - Definitions.....	2
Section 3.1 - Craft Representative.....	2
Section 3.2 - Grievance.....	2
Section 3.3 - Five-Day Week Employee.....	2
Section 3.4 - Eight-Hour Day.....	2
Article IV - Labor-Management Committee.....	3
Article V - Grievance Procedure.....	3
Article VI - Seniority.....	4
Article VII - Vacations.....	5
Article VIII - Sick Leave and On-the-Job Injury Payments.....	6
Article IX - Health and Welfare.....	9
Article X - Safety Rules.....	10
Article XI - General Working Rules.....	11
Article XII - Work Rules - Five-Day Week Employees.....	11
Section 12.1 - Eight-Hour Day.....	11
Section 12.2 - Five-Day Week.....	12
Section 12.3 - Overtime.....	12
Section 12.4 - Manlift Equipment.....	13
Article XIII - Special Equipment Operators.....	13
Article XIV - Training.....	13
Article XV - Wage Scales.....	13
Article XVI - Management Rights.....	16
Article XVII - Strikes and Lockouts.....	17
Article XVIII - Discipline.....	17
Article XIX- Successor Clause.....	17
Article XX - Savings Clause.....	18
Letter of Understanding - Line Summer Hours	

PREAMBLE

For the purpose of maintaining cordial relations between Elmhurst Mutual Power and Light Company, hereinafter designated as the "Employer," the party of the first part, and Local Union 483, International Brotherhood of Electrical Workers, hereinafter designated as the "Union," the party of the second part, the parties hereto do hereby enter into, establish, and agree to the following conditions of employment:

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. All will benefit by continuous peace and by adjusting any differences by rational commonsense methods. Progress in industry demands a mutuality of confidence between the Employer and the Union. To these ends this Agreement is made.

The Employer shall not be required to take any action under this Agreement which is in violation of federal or state law, or the ordinances of a city or town.

The Union agrees that its members, who are employees of the Employer, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and manpower, and that they will use their influence and best efforts to protect the property of the Employer and its interests and to prevent loss of tools and materials, and that they will cooperate with the Employer in promoting and advancing the welfare of the Employer and the service at all times.

ARTICLE I

Term of Agreement

Section 1.1 This Agreement shall remain in full force and effect from April 1, 2005, to and including March 31, 2008, and from year to year thereafter, provided that either party may terminate the same upon sixty days written notice to the other of its desire to amend or terminate the same, provided further, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

ARTICLE II

Union Recognition

Section 2.1 The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement for classifications listed now and later added to those set forth hereafter in Article XV, Section 15.1 and Section 15.2.

Section 2.2 If the employer bound by this Agreement contracts or subcontracts any work covered by this Agreement that is customarily performed by employees covered in this Agreement, it shall award the contract for such work only to a contractor-employer who meets the equivalent of IBEW standards of wages, hours and safe working conditions in the region concerned.

Section 2.3 All employees shall be required, as a condition of continued employment, to become and remain a member in good standing of the Union within thirty-one days of his date of employment.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Department of Labor and Industries shall designate the charitable organization.

Section 2.4 A member in good standing is one who has tendered initiation and full dues on a current basis.

Section 2.5 The Company agrees to deduct from the pay check of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employee involved. Authorization for deductions shall be made by the employee in writing on a form approved by the parties hereto and may be revoked at any time by the employees upon written request and the Union shall be notified of such request.

ARTICLE III

Definitions

Section 3.1 Craft representative - A Union member designated by the Union as such.

Section 3.2 Grievance - An alleged violation of the terms of this Agreement or any other applicable regulations.

Section 3.3 Five-Day Week Employee - An employee working a basic work week of eight-hour days, Monday through Friday.

Section 3.4 Eight-Hour Day - Eight consecutive hours exclusive of the thirty-minute lunch period, with the exception of Office Hour coverage as noted in Section 12.1(a).

ARTICLE IV

Labor-Management Committee

Section 4.1 A Labor/Management Committee shall be established which will be advisory in nature and which has the intent of fostering communications, respect and an amicable problem resolution process.

Section 4.2 Management and Union will have equal representation on the Committee. The Labor/Management Committee will establish its own rules of operation and meeting agenda. Either party may submit agenda items to the chair of the committee. The committee members will select a chair. The chair will alternate between Union and Management. Meetings will be held on a quarterly basis and minutes will be kept. Meetings may be cancelled or additional meetings may be scheduled by mutual consent.

ARTICLE V

Grievance Procedure

Section 5.1 Minor grievances shall be considered and may be settled at the lowest possible level. The Business Manager or craft representative shall represent the Union. The immediate non-bargaining unit supervisor involved shall represent the Employer. The supervisor shall be notified of the alleged contract violation within ten (10) working days of the alleged occurrence.

Section 5.2 Grievances not settled under Section 5.1 above shall be reduced to writing and presented to the General Manager within five (5) working days of the notice to supervisor under Section 5.1 above. The written grievance shall specify the section of the contract to have been violated, all relevant facts, and the proposed remedy. The General Manager shall provide a written response to the grievance within five (5) working days.

Section 5.3 Grievances not resolved under Section 5.1 or 5.2 above shall be submitted in writing, within five (5) working days of the General Manager's written response under 5.2, to a special meeting of the Labor Management Committee for consideration and recommendation to the Union and the Employer. Said meeting shall be called within two working days after receipt of notice by either party and a decision shall be rendered within five working days of said notice.

Section 5.4 In the event the grievance is not resolved at Section 5.3 of the grievance procedure, the Union or the Employer may appeal the grievance to arbitration by submitting a written request for a list of five (5) qualified and approved arbitrators to the Federal Mediation and Conciliation Service, with a copy to the other party, within five (5) working days of the decision of the Labor and Management Committee under Section 5.3 above.

(a) The Employer and Union may meet to attempt to select an arbitrator, but if unable to agree upon an arbitrator they shall select the arbitrator from the list provided by the Federal Mediation and Conciliation Service, by alternatively striking one name from the list until only one name shall remain.

(b) The decision of the arbitrator shall be rendered in writing within thirty (30) days after the close of the hearing, and shall be final and binding upon all parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions. The arbitrator shall, in his decision, specify whether or not the decision is retroactive and the effective date thereof.

(c) The Union and the Employer will share equally the arbitrator's fees and expenses and any other expenses that are mutually agreed to.

Section 5.5 The time limits specified herein shall be applicable, unless extended by the mutual written agreement of the Employer and the Union. Any grievance not carried forward to adjustment or arbitration as provided for in this Article, shall, unless the parties otherwise agree in writing, be regarded as waived.

ARTICLE VI

Seniority

Section 6.1 The filling of any temporary vacancy or position which receives greater remuneration or has additional desirable employment conditions shall be considered a temporary promotion. Such vacancies shall be filled in the following manner, herein called company seniority.

(a) Company Seniority Defined: In any classification where such vacancies occur, the employee in such classification or next lower in line classification with the longest length of service as a permanent employee with Elmhurst Power and Light Company, shall receive first preference for the job.

This provision shall be used to fill temporary vacancies of more than five (5) days duration.

(b) Employees who are laid off due to reduction of force or change in method of operation shall have their company seniority bridged if rehired within one (1) year.

(c) In all laying off, rehiring, transfer, promotion, or demotion of employees, rules of company seniority shall be observed, providing ability and qualifications are equal for the job requirement in the opinion of the employer.

Section 6.2 Crew Seniority - Crew seniority will be used to fill vacancies which are of an emergency nature and where Section 6.1 is impractical. In no case will scheduled vacancies be filled by using crew seniority or will crew seniority be used for vacancies of

more than five (5) days. (Instances where the Union feels that the intent of this section has been violated will be referred to the Manager of Engineering and Operations within twenty-four (24) hours of such alleged violation.)

Crew Seniority Defined: A person with the longest length of service as a permanent employee in the next lower in line classification on any particular crew shall receive first preference to the job.

Section 6.3 All anticipated jobs or vacancies of ten days or more duration shall be posted in the office and in all crews' quarters not later than one week prior to job opening or vacancy. Application blanks shall be provided by the supervisor at the time of posting, and shall be returned by the bidder to the supervisor within three working days. The position shall then be filled with the successful bidder within a reasonable time.

Section 6.4 Notwithstanding anything contained herein, the Employer need not consider the request of the employee who does not possess the knowledge, skill, adaptability, and physical ability required for the job on which the application is made. The Employer agrees that an employee may waive without prejudice a promotion offered, but shall not be denied future opportunities for promotion or transfer.

Section 6.5 In the event that any employee is not selected for a job in proper line of seniority, the Employer shall, upon written request of the Union through its proper representative, submit in writing to the Union through its proper representative the reasons for the choice.

Section 6.6 The positions which are to be classified as having additional desirable employment conditions shall be determined by mutual agreement between the Employer and the Union.

Section 6.7 Manager of Engineering and Operations, through the proper supervisor, may detail a man temporarily to any job within the electrical worker's group, but such assignments or detailing shall not supersede Section 6.1 and/or 6.4 and/or 6.6 above.

Section 6.8 Setup/Backup Pay Employees performing the full duties of a job in a higher classification for two(2) consecutive hours or more, shall receive pay at the higher rate. This provision shall not supersede any other provisions of Article VI, or Section 10.2 of Article X.

When an employee is assigned to back up the customer service supervisor during vacation, illness leave or as assigned, the employee will be provided with an additional 5% in pay. Set-ups shall be assigned in the order of seniority from employees possessing equal knowledge, skills and abilities for the duties in the opinion of the employer. Management will determine which duties the employee shall be assigned during the period of the backup.

ARTICLE VII

Vacations

Section 7.1 All full-time employees shall be allowed vacation with pay based on length of full-time continuous service completed from individual employment anniversary dates in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Allowance</u>
Commencing upon employment and through 4th year	10/12 of a day per month (10 working days per year)
After completing 4th year and through 9th year	1-3/12 days per month (15 working days per year)
After completing 9th year and through 14th year	1-8/12 days per month (20 working days per year)
After completing 14th year and through 26th year	2-1/12 days per month (25 working days per year)
After completing 26th year	2-2/12 days per month (26 working days per year)
After completing 27th year and thereafter	2-3/12 days per month (27 working days per year)

Effective April 1, 1985, it shall be understood that any employee currently accruing vacation at 30 working days per year shall continue to accrue at that rate.

Vacation accumulation will be computed monthly for each employee by adding vacation earned during the month to and deducting vacation used during the month from the employee's previous month vacation accumulation. Employees may carry over to the next year up to thirty (30) days vacation accrual.

On January 1st each year, employees may schedule vacation to be used during the year.

Vacations shall be scheduled and taken so as to cause a minimum of interference with the functioning of the Company. The Company reserves the right to fix vacations and shall give due consideration to the employee's requests.

Upon leaving the employment of the Company, the employees vacation balance shall be reconciled.

ARTICLE VIII

Sick Leave and On-the-Job-Injury Payments

Section 8.1 Sick leave with pay, accumulation unlimited, shall accrue at the rate of one working day of leave for each calendar month of the employee's active service. A calendar month of active service shall be defined to mean any calendar month in which the employee has been in paid status for not less than 140 hours (174 times 80%).

Section 8.2 All employees separated for retirement, reduction in force, disability or death shall receive the actual cash value of total sick leave accumulations to a maximum of 65 days total accumulations. Such employees shall receive twenty-five percent (25%) of actual cash value accumulated over 65 days total accumulation. Employees separated for any other reason shall receive twenty-five percent (25%) total cash value of sick leave accumulations.

It shall be understood that any employee with total accumulated sick leave greater than 65 days as of April 1, 1981, shall be allowed the greater amount as their maximum base. However if sick leave is used and the total accumulation falls below their maximum base, then a new lower maximum is established. If the total accumulation falls to or below 65 days, then the 65 day accumulation shall be their base. The employees with greater accumulation than 65 days as of April 1, 1981, are as follows:

Richard Coleman 77 days

Permissible Use of Paid Sick Leave:

- (a) Injury or illness of employee to such extent as to constitute a hazard to the safety or health of himself or other employees where such injury or illness was not caused by self-abuse through the use of intoxicating beverages, narcotics, or similar causes.
- (b) Medical or dental care for the employee.
- (c) Quarantine of employee due to exposure to contagious disease.
- (d) On-the-job injuries during the first three days if not eligible for workmen's compensation and as a supplement to workmen's compensation at the rate of one-half day of sick leave per day absence after the 90-day supplementary on-the-job injury benefits provided under Section 8.3.
- (e) Upon approval of the Employer, sick leave may be granted for a death occurring in the immediate family. Immediate family shall be construed to mean father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, grandparents, and grandchildren.
- (f) Serious injury or illness to those relatives living with and dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician. Upon

approval by the Employer, a maximum of four days' sick leave may be granted. In the event of any such absence, the employee must submit a statement by the attending physician attesting to the nature and seriousness of said injury or illness.

(g) A statement by the attending physician is required if an absence caused by illness or injury to the employee extends beyond four (4) consecutive working days.

(h) Maternity leave shall be treated as any other medical leave. Such leave may be used for pregnancy, pre-natal care, or complications immediately arising out of and as a direct result of such pregnancy.

Section 8.3 On-the-Job Injury – An employee who is eligible for sick leave and is injured on the job shall be paid to the extent of 90 working days for each new and separate injury, in addition to and prior to the use of sick leave accumulations, as provided hereafter in this article.

The employee's eligibility for payment and the extent hereof will be based on the determination of the State Industrial Insurance Division of the State Workmen's Compensation Act if such employee is covered thereunder, and if not covered thereunder, by the determination of the Board of Trustees of the Employer, applying the same rules that would have been applied had such employee been covered by said Act.

Such payment shall be made to the extent of such 90-day period. Starting the 91st day, the long-term disability plan (income protection insurance, N.R.E.C.A.) will be in force to the conclusion of the injury. However, if this income protection insurance should terminate, employees' sick leave accruals will be provided according to the following schedule:

1. Charges shall be made against sick leave accruals, if any, for the three-day waiting period not covered by the State Workmen's Compensation Act for injuries resulting in time loss of less than thirty days.
2. After the payment and use of the ninety days (and all available income protection insurance provided by the Employer), charges shall be made against sick leave accruals, if any, at the rate of one-half day per day for any further time loss due to the injury.
3. Charges may be made against sick leave accruals, if any, in any case where the Employer is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance and all payments in excess of the difference between his actual wages and that received from the State shall be recoverable by the Employer or deducted from future payments due the employee from the Employer. Where payments are made during such period of contest, the Employer shall have the right to require of the employee an assignment of his right to compensation from the State to the extent the same may become recoverable by the Employer.
4. In the event eligibility for payment is denied by the State, the employee shall be eligible

to utilize his sick leave accruals, if any, retroactive to the date of his injury.

In order to limit the obligation of the Employer for each new and separate injury, the Employer may require the employee to furnish medical proof or submit to a medical examination to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the Employer.

Section 8.4 Jury Duty – An employee who is required to serve on a municipal, county, or federal jury or grand jury shall be paid the difference between the amount paid for such service and the employee's daily straight-time rate, providing the following conditions are met: That the employee must notify the Employer, and must furnish a written statement from the appropriate court showing the date and the time served and the amount of pay received. The employee is required to return to work for the balance of his/her regular work hours if dismissed from jury duty by noon.

Section 8.5 Leave of Absence Policy – This policy applies to leave of absence requested as a result of inability of an employee to perform work assignment directly resulting from physical or mental disability.

1. Subject to the approval of the Board of Trustees, upon application, an employee may be granted up to six (6) months leave of absence without pay, subject to the following conditions:

(a) The employee must first have exhausted all sick leave and vacation to which the employee is entitled.

(b) Elmhurst will fund all benefit programs in place at the time leave of absence is granted provided that the employee makes satisfactory arrangements for payment of all employee contributions which become payable for these benefits during the leave of absence.

(c) At the termination of leave of absence, subject to ability to perform work assignment, the employee shall be entitled to re-enter employment with Elmhurst at the same pay level and with the same seniority as was in effect at the time of the commencement of the leave of absence.

2. The employee may elect to take benefits under the long term disability program offered by NRECA. The following will then apply:

(a) In the event the employee has been granted a leave of absence without pay prior to entering into the long term disability program, all benefits referred to above will terminate for the employee upon receipt of benefits under the long term disability program.

(b) In the event that medical and dental coverage is not available under the long term disability program, Elmhurst will continue to carry the employee under the medical and dental plans being offered to other Elmhurst employees so long as the employee shall provide funds to meet the entire cost of such coverage, subject to eligibility requirements of

the plans.

(c) At the termination of the employee's participation for a period of more than six (6) months in the long term disability program, should the employee wish to return to employment with Elmhurst, his application will be received and evaluated in light of employment opportunities. Elmhurst will be unable to guarantee such employee may re-enter employment with Elmhurst.

ARTICLE IX

Health and Welfare

Section 9.1 Effective April 1, 2005, the Employer will pay the total premiums for employees and their dependants to the NRECA Medical PPO Plan, including vision and the NRECA Prescription Drug Management Program through Caremark for the remainder of the term of the contract. Employer will pay, subject to the Employee premium payments provided below, for medical care for Employees and their dependents as provided in the *Summary Plan Description for Elmhurst Mutual Power & Light Company, 01-48249-001 from NRECA effective date January 1, 2005 (UNION)*. In addition, the Employer will pay to Washington Dental Service the total premiums for dental care for employees and their dependents for the term of this agreement.

Effective January 1, 2006, the Employee shall pay in addition to the current contribution of \$105.00 monthly, 50% of the total premium increase in the above plans, if any, or \$35.00, whichever is less. Effective January 1, 2007, the Employee shall pay 50% of the total premium increase in the above plans, if any, or \$35.00, whichever is less. Effective January 1, 2008, the Employee shall pay 50% of the total premium increase in the above plans, if any, or \$35.00, whichever is less. The employee's monthly payments towards premiums will be on a pretax (IRC Subsection 125) basis.

An employee may opt out of the medical insurance or dental insurance plan. If an employee opts out of the medical insurance, they will receive \$175.00 per month in wages, or as a contribution to the employee's 401-K Plan, at the employee's option but subject to any statutory or regulatory restrictions. If an employee opts out of the dental insurance, the employee will receive \$25.00 per month in wages or as a contribution to the employee's 401-K Plan, at the employee's option but subject to any statutory or regulatory restrictions.

(a) The parties agree in good faith to share information on cost containment methods with the goal of reducing medical premium increases.

(b) The Employer and the Union shall establish a Health and Welfare benefits Committee. The Committee shall consist of two bargaining unit members, one of which will be a Union representative, and two Employer representatives. The purpose shall be to explore cost containment health care alternatives.

Section 9.2 The Employee is eligible for insurance, pension and time loss benefits under

the National Rural Electrical Cooperative Association program participated in by the Employer and employee. Rules and conditions are covered in the employee booklet.

(a) Effective April 1, 2002, except with regard to new hires, the Employer agrees to provide the N.R.E.C.A. Retirement Program A-30, which includes an annual COLA adjustment, with a benefit level of 1.9%. Effective upon contract ratification, the Employer will provide new hires with a N.R.E.C.A. Retirement Program with an age 62 retirement plan, which includes an annual COLA adjustment and a benefit level of 1.7%. The Employer agrees to fund the total cost of this plan effective April 1, 2002.

(b) The employer agrees to pay 1% toward the mutually agreed upon savings portion of the retirement system plan for eligible permanent employees.

ARTICLE X

Safety Rules

Section 10.1 All state and local laws governing the health and safety of employees shall be observed. Electrical Workers' Safety Rules as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

Section 10.2 In the interest of safety, when a foreman or crew supervisor is absent from work for over two (2) hours, a temporary appointment shall be made from the next lower classification in accordance with Article VI – Seniority, Section 6.2.

Section 10.3 The Company agrees to furnish all leather goods (including gloves) to employees required to climb during their normal course of duty. The employees shall exercise due and proper care for the equipment assigned to them by the Company. The Company reserves the right to inspect the goods at any time for unnecessary use and abuse. The Company further agrees to replace such leather goods after they have become unsafe and have had reasonable use and care. The employees agree to return the used leather goods upon the date of their replacement with new articles or upon termination of employment.

Section 10.4 The Company will provide one pair of lineman boots (buffalo or equivalent) to linemen and working foremen and provide replacement or repair annually. The boots will become the employee's personal property.

(a) The Company will provide and replace or repair safety shoes annually or as approved by the General Manager for outside employees other than lineman. The safety shoes shall become the property of the employee.

ARTICLE XI

General Working Rules

Section 11.1 Working Rules – Working rules not covered by the Agreement may be established by joint agreement of the Labor-Management Committee.

Section 11.2 Meal Periods

(a) Meal time shall be 6:30 a.m. for breakfast, 12:00 noon or midnight for lunch, and 6:00 p.m. for dinner. Exceptions may be established by the mutual consent of both parties to this Agreement.

(b) When working on overtime work after the regular day or shift, when called out for work at night, Sunday, or holidays, the Employer shall provide all meals unless men are returned to headquarters on or before meal time. When instructed before quitting time to report for duty before regular daily starting time, the man shall provide his own lunch, the same as is regularly done on other days.

Section 11.3 Overtime work will be equally distributed to the extent such distribution is practicable in the opinion of the Employer.

Section 11.4 In the event a discrepancy should occur in an employee's pay check, the Company shall forthwith take steps to adjust the error, and the adjustment will be reflected in the check of the following pay period.

Section 11.5 Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty more than one-half (1/2) day, they shall receive a full day's pay. This section shall not apply to employees relieved from duty for cause or at their own request.

ARTICLE XII

Work Rules – Five-Day Week Employees

Section 12.1 Eight Hour Day – Eight hours shall constitute a day's work, for most job descriptions. Standard hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing thirty minutes for lunch. Deviations from this routine can be made by mutual agreement between the two parties to this Agreement. For purpose of this section, the normal work day shall be considered to start at 12:00 midnight, and the standard work shift shall mean the regular straight-time working hours beginning at 8:00 a.m.

(a) Clerical employees shall work eight hours between 8:00 a.m. and 5:00 p.m., allowing thirty (30) minutes or one hour for lunch. Clerical employees will work schedules that provide service to customers from 8:00 a.m. to 5:00 p.m. Seniority will be considered in establishing the schedule.

Section 12.2 Five-Day Week – Five days of eight hours each from Monday through Friday shall constitute a regular work week of forty hours.

Section 12.3 Overtime

(a) All work performed outside the regularly scheduled work hours and Saturdays, Sundays, and the following holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Christmas and one additional holiday mutually agreed to by both employee and Employer (floating holiday) shall be paid for at the proper overtime rate (double time). When one of the holidays listed above falls on a Saturday, the previous day will be observed as a holiday with pay, and when one of the holidays listed above falls on Sunday, the next day following will be observed as a holiday with pay.

By mutual agreement between the Employer and the employees, a February holiday may be worked at straight time and the day after Thanksgiving observed as a holiday with pay.

(b) A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports for work less than two (2) hours, before the beginning of his regular shift, or continues after his regular shift.

(1) Employees called back during off hours shall receive not less than two (2) hours' overtime pay for each call back, provided each call is unrelated.

(c) An employee called for overtime work after the end of the regular shift, or continuing to work past the end of his regular shift and working past midnight, or an employee called for overtime work between midnight and 4:00 a.m. and working two (2) hours or more shall receive in addition to his overtime compensation an additional half-day's pay at the straight-time rate. Personnel relieved from duty on or before 4:00 a.m. (Saturday, Sunday, and holidays excepted) shall report for work by 12:00 noon of the same day to be eligible for the additional half-day's pay.

(d) When an employee reports for overtime and works four (4) hours or more before the beginning of his regular shift, employee may elect to take a minimum of eight (8) hours' relief from duty, or work his regular shift at the straight-time rate with the Employer's concurrence. If requested to work his shift, employee would be paid at overtime rate.

(e) Employees may be assigned standby duty on a rotating basis for each period between 4:30 p.m. Friday to 8:00 a.m. Monday. The employee on weekend call will be called first during the following weekdays should an emergency occur. In the event this employee is not available, overtime shall be offered according to seniority within classification.

Employees so assigned shall receive 5% of Journeyman hourly rate per hour for each hour on standby duty.

Section 12.4 Manlift Equipment – All mobile units with manlift equipment shall carry two journeymen when working on energized conductors of over 750 volts.

Section 12.5 Should it be necessary to send employees covered in this Agreement to assist another Utility during emergency conditions, such employees shall receive wages, benefits and conditions that are highest of the two (2) companies involved.

ARTICLE XIII

Special Equipment Operators

All self-powered mobile equipment with attached machinery used in the construction or maintenance of the system for the raising or lowering of poles, transformers, pulling wire or cable, transporting crews, incoming and outgoing materials, etc., shall be operated by Equipment Operators. The heavy machine holedigger (FWD or equal) operator shall receive Lineman's pay. Whenever the nature of the work requires the use of helpers, such helpers shall be line helpers, provided that exception to this rule may be made when mutually agreed to. The operator of a Pitman crane when operating the holedigger attachment shall receive Lineman's pay.

ARTICLE XIV

Training

When selecting personnel for training, due consideration will be given to applications of the seniority rule.

ARTICLE XV

Wage Scales

Section 15.1 All work performed shall be compensated for as follows unless modified by the Agreement.

Effective April 1, 2005, the base (100%) rate shall be increased by an amount equal to 100% of the consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW) measured from the last half of 2003 to the last half of 2004, with a minimum increase of 2% and a maximum increase not to exceed 4%.

Effective April 1, 2006, the base rate shall be increased by an amount equal to 100% of the consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW) measured from the last half of 2004 to the last half of 2005, with a minimum increase of 2% and a maximum increase not to exceed 4%.

Effective April 1, 2007 the base rate shall be increased by an amount equal to 100% of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW) measured from the last half of 2005 to the last half of 2006, with a minimum increase of 2% and a maximum

increase not to exceed 4%. Effective with the base rate increases above, all other rates shall be increased in accordance with the appropriate classification percentage.

"A" Group	%	4-1-2005
Line Foreman	116.3	32.88
Working Foreman	108	30.53
Base Rate	100	28.27
Lineman	101	28.55
Line Helper (first year)	75	21.20
Line Helper (after one year)	79	22.33
Line Helper-Hole Digger Operator	84	23.75
Equipment Operator	84	23.75
Apprentice Lineman – 1 st 6 mos.	79	22.33
Apprentice Lineman – 2 nd 6 mos.	82	23.18
Apprentice Lineman – 3 rd 6 mos.	84	23.75
Apprentice Lineman – 4 th 6 mos.	87.5	24.74
Apprentice Lineman – 5 th 6 mos.	90	25.44
Apprentice Lineman – 6 th 6 mos.	95	26.86
Labor Foreman	90	25.44
Laborer	75	21.20
Laborer II	65	18.38
Field Service Representative	82	23.18
Senior Field Service Representative	86	24.31
Apprentice Meter Reader – 1 st 6 mos.	50	14.14
Apprentice Meter Reader – 2 nd 6 mos.	55	15.55
Apprentice Meter Reader – 3 rd 6 mos.	60	16.96
Apprentice Meter Reader – 4 th 6 mos.	65	18.38
Apprentice Meter Reader – 5 th 6 mos.	70	19.79
Apprentice Meter Reader – 6 th 6 mos.	74	20.92
Meter Reader – Thereafter	76	21.49
Senior Meter Reader	79	22.33
Apprentice Meter Technician-1 st 6 mos.	50	14.14
Apprentice Meter Technician-2 nd 6 mos.	55	15.55
Apprentice Meter Technician-3 rd 6 mos.	60	16.96
Apprentice Meter Technician-4 th 6 mos.	65	18.38
Apprentice Meter Technician-5 th 6 mos.	70	19.79
Apprentice Meter Technician-6 th 6 mos.	75	21.20
Apprentice Meter Technician-7 th 6 mos.	80	22.62
Apprentice Meter Technician-8 th 6 mos.	85	24.03

Apprentice Meter Technician-9 th 6 mos.	90	25.44
Apprentice Meter Technician-Thereafter	94	26.57
"A" Group	%	4-1-2005
Energy Conservation Spec. – 1 st 6 mos.	40	11.31
Energy Conservation Spec. – 2 nd 6 mos.	45	12.72
Energy Conservation Spec. – 3 rd 6 mos.	50	14.14
Energy Conservation Spec. – 4 th 6 mos.	55	15.55
Energy Conservation Spec. – 5 th 6 mos.	60	16.96
Energy Conservation Spec. – 6 th 6 mos.	65	18.38
Energy Conservation Spec. – Thereafter	70	19.79
Purchasing Agent/Plant Maintenance	97	27.42
"B" Group		
Office Clerk (Temporary Fill In)	40	11.31
Receptionist – 1 st 6 mos.	40	11.31
Receptionist – 2 st 6 mos.	45	12.72
Receptionist – 3 rd 6 mos.	50	14.14
Receptionist – 4 th 6 mos.	55	15.55
Receptionist – thereafter	58	16.40
Customer Service Rep. – 1 st 6 mos.	40	11.31
Customer Service Rep. – 2 nd 6 mos.	45	12.72
Customer Service Rep. – 3 rd 6 mos.	50	14.14
Customer Service Rep. – 4 th 6 mos.	55	15.55
Customer Service Rep. – 5 th 6mos	60	16.96
Cust. Service Rep. – beginning 6 th yr	61.5	17.39
Cust. Service Rep. – beginning 9 th yr	63	17.81
Cust. Service Rep. – beginning 13 th yr	64.5	18.23
Computer Operator	68	19.22
Information Systems Specialist	70	19.79
Engineering Aide/Cad Tech-1 st 6 mos	64.5	18.23
Engineering Aide/Cad Tech 2 nd 6 mos	66.5	18.80
Engineering Aide/Cad Tech 3 rd 6 mos	68.5	19.37
Engineering Aide/Cad Tech 4 th 6 mos	70.5	19.93
Thereafter	74.5	21.06
Cad Drafter – 1 st 6 months	45	12.72
Cad Drafter – 2 nd 6 months	50	14.14
Cad Drafter – 3 rd 6 months	55	15.55
Cad Drafter – 4 th 6 months	60	16.96
Cad Drafter – Thereafter	62	17.53

Section 15.2 Application of Rates

- (a) Lineman – The Equipment Operator rate applies to an injured Lineman in the event the employee shall be required to perform all the duties of a Lineman with the exception of normal climbing duties.
- (b) Nothing in this contract is intended to prohibit the Company from hiring temporary help to do summer gardening, grounds cleanup and other non-collective bargaining work. Miscellaneous office work can be included under this category if the work performed for one particular task does not exceed eight (8) hours, or if employee is hired to fill in for vacation or sick leave relief.
- (c) Laborer II – If employee works as a Meter Reader, employee will receive Meter Reader pay. If employee works more than 50% of the time in the previous calendar year as a Meter Reader, employee will receive holiday, vacation and sick leave pay at the Meter Reader rate.

If employee works as Laborer II, employee will receive Laborer II rate of pay. If employee works more than 50% of the time in the previous calendar year as a Laborer II, employee will receive holiday, vacation and sick leave pay at the Laborer II rate.

ARTICLE XVI

Management Rights

Section 16.1

- (a) The employer retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this agreement, except as expressly limited by a specific provision of this agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Employer and not abridged herein include, but are not limited to, the following:
- (b) To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create change, combine or abolish jobs, departments and facilities in whole or in part; to discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to establish working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of provided services, and to take whatever action necessary to prepare for or operate in an emergency.

Section 16.2 Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Employer by any law regulating, authorizing or empowering the Employer to act or refrain from acting. However, the Employer agrees to negotiate with the Union upon request in regard to any proposed subcontracting of services which would result in the elimination of unit members' jobs.

ARTICLE XVII

Strikes And Lockouts

It is mutually agreed that there shall be no strikes or lockouts, slowdowns, or cessation of work by either party for the duration of this agreement.

ARTICLE XVIII

Discipline

No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The employee shall sign a written reprimand or other disciplinary action acknowledging that they have received the contents of the document. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, however, letters of reprimand shall not be subject to the grievance procedure.

ARTICLE XIX

Successor Clause

The Bargaining Unit agreement between Elmhurst Mutual Power and Light and Local 483, IBEW, shall be binding upon the successors and assigns of the Company and the provision and terms hereunder shall not be affected or changed in any respect by consolidation, merger, sale or transfer of the Company.

Upon the signing of an agreement between Elmhurst Mutual Power and Light and a successor meeting the above stated requirement, Elmhurst Mutual Power and Light shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.

ARTICLE XX

Savings Clause

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately renegotiate any part or provisions in this Agreement rendered or declared invalid.

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:

Alice A. Phillips, Business Manager
IBEW Local 483

Dan Brooks, General Manager
Elmhurst Mutual Power & Light

Date_____

Date_____