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**Highlight Indicates Proposed Changes in Article**

**Proposal #1**

**New Article II – MANAGEMENT RIGHTS**

Insert the following Management Rights Article as follows for Article II and renumber all the following Articles accordingly.

ARTICLE II MANAGEMENT RIGHTS

- (a) Except as otherwise provided in this Agreement, the Company shall retain solely and exclusively all rights to manage the business and all regular and customary functions of management including: the right to decide policies, procedures and rules (including safety rules), to establish job classifications and the qualifications thereof, to determine the number and classifications of persons to be employed, and to create, eliminate, modify or combine jobs; the direction of employees; the assignment of work and scheduling of work and working hours; the determination of the equipment, methods and manpower to be used on specific jobs and in the general operation of the business; the right to hire, discharge, suspend, warn or otherwise discipline, promote, demote and transfer employees and to release employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management rights shall not be deemed to exclude other rights and prerogatives not enumerated.
- (b) The Company shall have the right to assign or contract work to persons or organizations not represented by the Union. This right is limited only to the extent that it shall not be exercised when such actions result in the layoff or discharge of any employee covered by this Agreement, except in the event of the Union not fulfilling its obligation to support the business by working reasonable overtime in support of station operations. In the event of arbitration over the Company's exercise of the right set forth herein, the sole question for the arbitrator shall be whether the Company has violated the foregoing limitation.

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## **Proposal #2**

### **Article IV – Section 4.3 Departmental Seniority -**

This wording is good. However, the job classification tables do not reflect the organization of the station. The tables needs to be redrafted to show as per highlighted:

Article IV, Section 4.3. Departmental Seniority

(a) The length of time an employee has been employed in a department shall be his/her “Departmental Seniority”. Departments are grouped into Departmental Groups as shown in the Job Classification Tables attached hereto and made a part hereof.

#### **Operations Departmental Group**

Operations Department

F.G.D. Department

Lab Department

Material Handling

#### **Maintenance Departmental Group**

Mechanical Maintenance

Electrical Maintenance

I&C Maintenance

#### **Station Business Services Departmental Group**

Stores

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## Proposal #3

### Article IV – Section 4.6 Filling Vacancies

Modify the following language to this section to read as:

#### Section 4.6. Filling Vacancies

FILLING VACANCIES - In filling vacancies or newly created positions, promotions shall be by departments based on departmental seniority. Ability and qualifications being sufficient, departmental seniority shall prevail.

- (a) If there are no qualified employees in the department under consideration who will accept the promotion, the promotion shall be made available to qualified employees in the remaining departments within the Departmental Group under consideration based on Company seniority. If there are no qualified employees within the Departmental Group under consideration, then the promotion shall be made available to qualified employees of all other Departmental Groups also being based on Company seniority.

When it is necessary to add employees and employees who have been laid off are called back when they have not lost their seniority, they shall have the right to exercise their seniority over those of lesser seniority in the vacancy to be filled or the new position.

- (b) Should an employee deny a promotion, it shall have no effect on his/her future promotions.
- (c) When new vacancies occur or new positions are created within a department, the Company will post a notice on the ~~bulletin boards~~ CAMS Job Board website for a period of ten (10) days (Saturdays, Sundays, and holidays excluded) announcing the position open. Employees desiring to be considered shall make ~~written~~ application on the company's website. The posting will indicate the time and date after which applications submitted will not be considered by the company. When necessary, temporary assignment will be made for the period the position is considered open. If a posted position has not been filled within sixty (60) working days from the date the bid ~~should be was~~ removed from the ~~bulletin board~~ CAMS Job Board website, the Company must repost the bid prior to filling the position.
- (d) All applicants for vacancies or newly created positions shall be notified by the Company within ~~twenty six~~ (26) working days after the posted job has been removed from the ~~bulletin board~~ CAMS Job Board website if they have been awarded or not awarded the position. The successful applicant shall be released from his/her current position and

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placed into the new position within one hundred twenty ~~sixty (6120)~~ calendar days from the award date.

- (e) With written notice given to the supervisor in the first twenty (20) calendar days from the award date, an employee may elect to return to his/her former position. This employee shall be assigned back to his/her former position within sixty (60) calendar days without any loss of departmental seniority.
- (f) In all cases where an employee is promoted or transferred from one job to another and the twelve (12) months rate on the job from which he/she is promoted or transferred is the same as the 0-6 months rate on the job to which he/she is promoted or transferred, the employee will begin at the 6-12 months rate.
- (g) Should an employee successfully bid out of his/her present department into another department, he/she must remain in that department nine (9) months before becoming eligible to bid out of the department he/she has bid into and been accepted into, unless this provision is waived by the Company.

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## Proposal #4

### Article VI – NO Layoff Clause

Modify Article VI in the following manner:

#### ARTICLE VI ~~NO LAYOFF~~ CLAUSE

6.1 ~~CONTRACTING WORK – The Company agrees that it will not let out under Contract any work which is ordinarily done by its permanent employees if, as a Result thereof, it would become necessary to lay off or reduce in classification any such permanent employee.~~

6.2 ~~TEMPORARY LABORERS – The Company further agrees that it will not assign to temporary laborers any work which is ordinarily done by its permanent employees if, as a result thereof, it would become necessary to lay off or reduce in classification any such permanent employee.~~

6.3 ~~NO LAYOFF – During the duration of this Agreement, the Company will not exercise Layoff, except for acts of God, fires, explosions, and breakdown of or damage to plants, equipment or facilities which wholly prevent the generation of electricity from any single generation unit for a period of time in excess of six (6) months; provided however, this provision will not apply to any Union employee hired during the term of this Agreement.~~

~~The Company will make every effort to utilize existing employees for productive work during the repair or rebuild period. The layoff procedure, if necessary, could begin two (2) months from the date of the loss of generating capability. When the ability to generate is restored all laid off employees will be recalled.~~

~~Both parties agree during contract negotiations Article 6.3 shall be renegotiated.~~

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## Proposal #5

### Article VIII – Hours of Work

Modify Article VIII in the following manner:

#### ARTICLE VIII HOURS OF WORK

8.1

##### HOURS OF WORK

Eight (8) hours of work between the hours of 7:00 a.m. and 3:30 p.m. for all Merom Generating Station Departmental Group employees, except shift employees as hereinafter defined, with not more than one-half (½) hour regularly scheduled lunch period, shall constitute a regular work day and forty (40) hours within five (5) days Monday through Friday shall constitute the regular work week except as otherwise provided. **(SEE EXHIBIT A4)**

One or more of the foregoing work schedules may be changed from time to time by mutual agreement of the Company and Union.

8.2

COMPUTATION - For the purpose of computing time worked, the work week for all employees shall begin at 12:01 a.m. on Monday; provided, however, that the provisions of this section shall not in any way change the basis of determining the days considered the first and second calendar days off of any employee.

8.3

SHIFT EMPLOYEES - “Shift employees” are those employees constituting the following:

(a) Merom Generating Station Operations Department, Material Handling Department, Chemical Technicians, and those Maintenance Department employees working other than 7:00 a.m. to 3:30 p.m. each Monday through Friday at the time of entering into this Agreement; and

(b) All employees from the Merom Generating Station Departmental Group as the Company shall from time to time designate, provided notice is given to such employee or employees at least forty-eight (48) hours before their assignment to shift work.

**(c) Agreed upon shift schedules and schedule guidelines are attached to this agreement in Appendix B.**

**(d) The Company and Union both agree that should other schedules be needed, both parties will work collaboratively to meet the business needs.**

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The Company may assign specific work hours or shifts to any shift employee or employees. The Company may change the work schedule of any shift employee or employees or an entire shift, provided notice of such change in work schedule is given to such employee, employees, or entire shift at least forty-eight (48) hours before the change in work schedule is to take effect. The Company may remove any employee from shift work and reassign such employee to regular working hours, provided notice is given to such employee at least forty-eight (48) hours before the employee's reassignment. **(SEE EXHIBIT A8)**

In the event the Company fails to properly notify an employee of a schedule or shift change, such employee shall be paid at the applicable overtime rate of pay for all hours actually worked under the new schedule within forty-eight (48) hours from the time of the notification. Time worked under the employee's old schedule will be at the straight time rate.

The regular work period for shift employees shall be eight (8) consecutive hours, in which there will be a paid lunch period. However, some shift employees other than twenty-four (24) hour rotating shift employees may be scheduled to work eight and one-half (8½) hours with an unpaid thirty (30) minute lunch period; provided, however, that when employees are assigned to work on Saturday, Sunday, or second or third shift, they shall work an eight (8) hour day in which there will be a paid lunch period.

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## Proposal #6

### Article IX – OVERTIME

Modify the following language to this section to read as:

#### ARTICLE IX OVERTIME

- 9.1 TIME AND ONE-HALF - Overtime for all employees shall be paid at one and one-half times the regular straight time hourly rate of pay as follows:
- (a) For all time worked in excess of forty (40) hours in any one work week;
  - (b) For all time worked outside the employee's regularly scheduled working hours, or in excess of eight (8) hours in any work day except as Section 9.2 may be applicable; and
  - (c) For all time worked on the employee's first scheduled calendar day off of his/her regular working schedule.
- 9.2 DOUBLE TIME - Overtime shall be paid at double the regular straight time hourly rate of pay as follows:
- (a) For all time worked on the employee's second scheduled calendar day off of his/her regular working schedule, and
- 9.3 For over twelve (12) hours' work in a twenty-four (24) hour period commencing with the employee's normal starting time, unless there is a break of at least eight (8) hours; provided, however, no employee will be required to work two (2) eight (8) hour shifts in a twenty-four (24) hour period without receiving at least four (4) hours at the double time rate. (SEE EXHIBIT A14) CALCULATION - Overtime shall be calculated upon straight time hourly rate and will not be calculated on any hours of work paid at overtime rates. In other words, there will be no pyramiding of overtime pay.
- 9.4 DISTRIBUTION - Overtime in any job classification at a location shall, over a practicable period, be distributed as equitable as practicable among the employees who are the regular employees in such job classification, provided that, in so distributing said overtime within any job classification, the Company shall have the right to assign overtime work requiring special skills to those employees possessing such skills. In so distributing said overtime within any job classification at any work location, within said constraints of practicability, the employee with the lowest amount of previous overtime will be asked first. (SEE EXHIBITS A3 AND A9)



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- 9.5 FOUR HOUR RULE - If it is estimated the job will take four (4) hours or less to complete, employees working on the job will stay on it if they desire. If it is estimated the job will take more than four (4) hours to complete, the overtime list will be used. Certain skills may cause this to vary somewhat.
- 9.6 SHIFT EMPLOYEES - Overtime for shift employees shall be filled by holdover and call-out by employees within the same job classification with the employee with the lowest amount of previous overtime being asked first. If overtime for shift employees cannot be filled by holdover or call-out, or more help is needed, the off duty shift may be called out to fill in, with the employee with the lowest amount of previous overtime within the classification needed being called first. (SEE EXHIBIT A9)
- 9.7 COMPUTATION OF HOURS - all overtime work will be computed at the end of each pay period and will then be recorded and posted. In computing overtime, overtime hours worked will be converted to straight time hours worked. If the overtime is turned down by an employee, it will be charged to him/her on the overtime record just the same as if he/she had worked it. On the last day of the last full pay period in each calendar month, the employee with the lowest overtime hours in each classification at a location shall have his/her overtime hours reduced to zero (0), and all other employees in the same classification at that location shall have their respective overtime hours reduced by the same number of hours. There shall be no reduction of overtime hours for any employee at the end of the calendar year. In the event of a new employee hired in, an employee whose Company or department seniority has been broken pursuant to Section 4.4, or an employee who has transferred into a classification or department, such employee shall be placed in the overtime records one (1) hour above the employee with the most overtime hours in the affected classification at that location. In the event of an employee returning from extended sick leave, such employee shall be placed in the overtime records one (1) hour below the employee with the least amount of overtime in the affected classification at that location. For purposes of this section, "extended sick leave" shall mean thirty (30) consecutive calendar days or more.
- 9.8 OVERTIME ACCEPTANCE -
- (a) All employees are expected to maintain an acceptable level of overtime acceptance. The expectation is that all employees strive to accept at least seventy five percent (75%) of overtime offered to them.
  - (b) Compulsory Overtime – If determined by management that an overtime assignment is needed, the overtime list will be utilized. If no one accepts the overtime assignment, the employee on the top of the overtime list in the affected department will be required to accept the overtime assignment. This will also apply to Call-back if needed.

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(c) Scheduling – Overtime will be either by schedule or call-out. When scheduling, refused overtime will be charged for the following: no answer, answering machines, and refusals.

(d) Employees will be required to call back within four (4) hours of being contacted for an OT assignment unless they have been added to a NO CALL LIST.

(e) Employees not adhering to (a), (b), (c) and (d) of this section 9.8 may be subject to disciplinary action.

9.9 STATION OVERTIME GUIDELINE - Union and Company will establish a Station Overtime Guideline that will define and entail the details not covered in this agreement. The Union and Company will implement this guideline and work in good faith considering the work/life balance of the employees and business needs.

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## **Proposal #7**

### **Article XI – Safety & Tools**

Modify the following language and adding section to cover Exhibit A-27 to this section to read as:

#### ARTICLE XI SAFETY & TOOLS

- 11.1 GENERAL - The Company and Union recognize that the safeguarding of employees while at work is in the best interest of everyone. Both parties will continue to work together to provide a safe work place.
- 11.2 SAFETY AND HEALTH RULES -
- (a) The Company's established safety and health rules are minimum rules and are not intended to prevent the Company from establishing and imposing additional or revised rules which have the purpose and the effect of affording greater protection to the safety and health of the employees covered by this Agreement.
  - (b) New safety and health rules will be posted on all bulletin boards and mailed to the Union in advance of the effective date.
  - (c) Federal and State Safety and Health Laws, Standards, Rules and Regulations -- Nothing in the established Company safety and health rules is intended to conflict with applicable federal, state or local safety and health laws, standards, rules or regulations.
  - (d) An employee who fails to comply with established Company safety and health rules or state and federal laws, standards, rules or regulations shall be subject to appropriate disciplinary action by the Company.
- 11.3 COMPLIANCE - No employee shall be required to perform work in violation of established safety and health rules or governmental laws, standards and regulations.
- 11.4 APPLICATION OF RULES - The Company and its supervisors will apply safety and health rules to all employees in a fair and non-discriminatory manner.
- 11.5 JOINT SAFETY AND HEALTH COMMITTEE -
- (a) There shall be established a non-voting Joint Safety and Health Committee which shall have at least equal representation appointed by the Union. The committee shall act as an advisory committee to the Company on safety and

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health matters. The size of each such committee shall not be reduced from its existing size. This committee will meet monthly.

- (b) The Chairmanship of each Committee shall be alternated annually between the Company and the Union. The position of Chairman of the Committee will be filled from among the designated Committee members and shall be appointed by the Company.
- (c) Committee meetings are open for Union Business Agents to attend.

11.6 EXEMPTION FROM LIABILITY - No member of the Joint Safety and Health Committee shall be liable to the Company, the Union, to any employees or to any other person for any act or failure to act in his or her capacity as a Committee member.

11.7 ACCIDENT REPORTS & INVESTIGATIONS -

- (a) The Company will provide to the Union a report of all lost time accidents upon the completion of each accident investigation. ~~(SEE EXHIBIT A27)~~
- (b) The Union will be provided the opportunity to be present during any such lost time accident investigation. This paragraph is not intended to restrain the Company from proceeding as necessary.

(c) Any accident that results in an employee seeking off-site medical treatment shall require drug screening for the injured employee. If, during the accident investigation it is determined that another employee's actions directly contributed to the accident, that employee will be screened prior to being released from work that day. This interpretation would apply to all employees.

11.8 SAFETY EDUCATION & TRAINING -

- (a) The Company shall provide an ongoing training program, during work hours and at no cost to employees, to insure that all employees are able to execute their duties safely.
- (b) Safety Meetings - Monthly safety meetings will be held by the Company among employees for the purpose of instruction in safe work practices.

11.9 TOOLS & PROTECTIVE CLOTHING FURNISHED - The Company will also furnish tools for the employees to carry out their assigned duties, and employees who have furnished their own tools and climbing equipment shall have such equipment replaced by the Company when it is damaged or worn beyond safe use or lost, provided that in the event of recurrence of a loss of any personal tool or equipment, the employee shall replace such tools or equipment at his/her own expense.

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The Company will also furnish special and protective clothing, including face shields and switching jackets where required by OSHA as well as rubber boots and gloves, necessary for the employees to carry out their assigned duties safely. The Company shall make such special and protective clothing readily available at all work locations in sufficient quantity and quality to meet the needs of the employees. ~~As used in this paragraph, the term "special and protective clothing" shall not include clothing made out of commonly available fabrics mandated by OSHA rules and regulations, even if OSHA should require that such fabric be treated with fire retardant. FR clothing shall be provided to those required to wear it to work.~~ The Company and the Union agree to negotiate in good faith the compliance, assistance and/or possible sharing of additional costs for fire protective clothing requirements resulting from changes in OSHA regulations. ~~(SEE EXHIBITS A20 & A21)~~

- 11.10 SAFETY GLASSES - The Company agrees to supply and maintain an eyeglass prescription program and whatever it furnished at the beginning of this Agreement shall not be diminished during the period of this Agreement.
- 11.11 ~~(NEW)~~ SAFETY STIPEND - The Company agrees to provide each actively working employee a sum of one hundred seventy-five (\$175) dollars per year to be used for safety related purchases of the employees choosing. The stipend will be deposited in the employees account by the end of January of each year of the agreement.
- 11.12 In an effort to decrease the effects of the OSHA confined space regulations on company employees who wish to continue to wear beards, the Union (IBEW, Local 1393) and the Company (CAMS) agree to the following for those employees who have been fitted to wear a respirator and who may from time-to-time be required to enter confined spaces, required to provide backup rescue duties in accordance with OSHA standards, or to perform any other work where a respirator is required, will be clean shaven when needed.
- Employees that are required to use a respirator in the performance of their job duties must perform an annual respirator fit test and pulmonary function test.

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## Proposal #8

### Article XIII – Section 13.1 Paid Holidays –

Insert the following language to this section to read as:

#### Section 13.1 PAID HOLIDAYS DEFINED

All full time regular employees with seniority shall receive eight (8) hours' pay at their regular hourly rate for each of the following holidays not worked:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas Day

and in addition, each employee shall have three (3) additional floating eight (8) hour holidays of his/her choice, which may be segmented into four (4) hour sections but not more than two (2) employees in any department shall be entitled to such holiday on any one day without the approval of the Company, provided that he/she give the Company at least ninety-six (96) hours' notice of the day so selected, unless such notice is waived by the Company for good cause shown by the employee, and provided that the employee has worked all of the scheduled hours in the work day preceding the holiday and has worked all of the scheduled hours in the work day following the holiday unless the employee is on excused absence. Floating holidays will be granted each year on January 1.

Work performed on said holidays will be paid at double the regular rate of pay in addition to the holiday pay.

An employee who is regularly scheduled to work on the aforementioned holidays and does not work, shall not receive any pay for that day, provided that whenever such employee is absent for a proper reason as determined by the Company, this provision shall not be applicable. SEE EXHIBIT A12

The following provisions apply to shift employees, whereas shift employees are defined as:

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- a) Merom Generating Station Operations Department, Material Handling Department, Chemical Technicians and those Maintenance Department (MM, CI, EM) employees working other than 7:00 am to 3:30 pm Monday through Friday.

Holidays occurring on a Sunday will be observed on the following Monday, and holidays occurring on a Saturday will be observed on the preceding Friday; provided, however, that shift workers shall observe each of the recognized holidays on the day it falls. (SEE EXHIBIT A8)

The following provision shall apply to observance of the day before Christmas and Christmas holidays:

1. When the day before Christmas falls on Friday, such holiday and the Christmas holiday are to be observed on Thursday and Friday.
2. When the day before Christmas falls on Saturday, such holiday and the Christmas holiday are to be observed on Friday and Monday.
3. When the day before Christmas falls on Sunday, such holiday and the Christmas holiday are to be observed on Monday and Tuesday.

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## Proposal #9

### Article XVI – Section 16.1 Temporary Transfers

Modify the following language to this section to read as:

#### Section 16.1 TEMPORARY TRANSFERS

An employee may be transferred from one Departmental Group to another during emergencies or major outages. Except for lateral transfers of comparable classifications, the transferred employee will only work as an assistant or helper to a qualified worker in the Departmental Group to which he/she is transferred. ~~When any employee is required, as a result of such transfer, to travel further from his/her home to get to work, he/she will be paid mileage for the difference in mileage and will be paid for the additional travel time if the travel is required to be done outside his/her regular work schedule.~~

~~When work requiring overtime is required, preference will be given to employees of the department unless the Company, at its discretion, considers that because of travel time and/or duration of the work such preference is unreasonable.~~

~~It is recognized that employees from both the Substation Department and the Line Department may be assigned to substation construction and such assignment shall not be considered as a temporary transfer; however, Substation Department personnel will be in charge of all substation construction work.~~



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## Proposal #10

### Article XVII – Working Conditions

Modify the following language to this section to read as:

#### Section 17.2 16 HOUR RULE & REST BREAKS

Whenever an employee has worked sixteen(16) consecutive hours or more, he/she shall upon release be entitled to time off the job of at least ten (10) hours and receive his/her regular straight time pay for any regularly scheduled hours which fall ~~within the first eight and one half (8½) hours of~~ the ten (10) hour break. If an employee is required to continue working sixteen (16)consecutive hours or more after the first ten (10) hour rest break, all future rest breaks shall be ten (10) hours, with regular straight time pay for all regularly scheduled hours which fall within the ten (10) hour break. For purposes of this paragraph, a break of one (1) hour or less shall not be considered a break for purposes of computing the sixteen (16) consecutive hour work period.

- (a) Under normal circumstances, it is expected that the employee will take the rest period to which he/she is entitled.
- (b) An employee is not expected to report to work before completion of his/her rest period unless he/she is requested to do so and he/she is able to perform his/her work. Such request will be made only in emergencies.
- (c) The employee's supervisor should be notified by the employee when the employee will be late reporting to work due to taking the rest period.
- (d) If any employee is requested to work during his/her entitled rest period, he/she will be paid at the double time rate for the hours worked during the rest period which fall within his/her regular work schedule.

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## Proposal #11

### Article XVIII – Sick leave/Family Medical Leave

Delete article as it is now covered in Article XX.

#### ARTICLE XVIII SICK LEAVE/FAMILY MEDICAL LEAVE

~~18.1 SICK LEAVE – Employees who have acquired Company seniority will accumulate sick leave eligibility at the rate of eight (8) hours per month commencing with their employment date. Such sick leave shall be credited at the rate of four (4) hours on the 15th day of the month and the remaining four (4) hours at the end of the month for the first month of employment. Thereafter, the eight (8) hours per month will be credited at the end of each calendar month. No more than five hundred twenty (520) sick leave hours may be accumulated. Such sick leave shall provide for payment for time the employee is absent due to sickness or accident subject to the following conditions:~~

- ~~(a) If any employee shall be absent from work for more than three (3) days because of illness or injury, such absence must be supported by a physician's certificate and in addition the Company may, at its option, require the employee to submit to a physical examination by a doctor of its choice.~~
- ~~(b) The first day of an absence shall not be regarded as sick leave unless (i) such absence is the first day of an illness extending more than three (3) working days or is supported by a doctor's certificate or (ii) the employee has not used sick leave during the preceding four (4) months or (iii) the employee has accumulated fifty (50) unused sick leave days prior to such absence.~~
- ~~(c) Employees who would have accumulated more than five hundred twenty (520) hours of sick leave credit at the end of a calendar year shall be eligible for surplus sick leave compensation. Such compensation shall be paid at the rate of one half (½) hour straight time pay for each full hour in excess of five hundred twenty (520) hours. No more than five hundred twenty (520) sick leave hours may be carried over from one calendar year to the next.~~

~~The Company will provide to each employee, not less often than every six (6) months, a statement indicating that employee's accumulated sick leave hours.~~

~~Upon retirement, employees will receive the monetary equivalent of 25% of the remaining accumulated sick leave hours (calculated using the employees~~

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~~final base wage rate in effect at retirement) which will be credited to the Company provided Health Reimbursement Account.~~

18.2 ~~FAMILY MEDICAL LEAVE – To care for immediate family medical needs, an employee who has acquired Company seniority may use up to thirty two (32) hours per year from accumulated sick leave or vacation for such care. Employees may use family medical leave in increments as small as one (1) hour and shall select from which accumulated bank such leave shall be deducted. Family medical leave in excess of thirty two (32) hours per year may be granted by Management under extenuating circumstances. Employees wishing to use family medical leave shall provide as much advance notice as possible.~~

~~For purpose of applying Section 18.2, immediate family shall mean spouse and natural, adopted, and stepchildren, as well as foster children in the home under court approval.~~

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## Proposal #12

### Article XIX – Sick leave/Family Medical Leave

Modify Article as presented below:

#### ARTICLE XIX WORKER'S COMPENSATION SUPPLEMENTAL PAY

19.1 SUPPLEMENTAL PAY - In the event of an on-the-job injury/illness to an employee, with acquired Company seniority, he/she shall receive from the Company an amount equal to one hundred percent (100%) of his/her net take home pay based on their regular hourly pay according to the schedule of wages herein set out, minus any entitlement payments received by the employee according to Worker's Compensation Act. Voluntary payroll deductions and the employee's portion of medical premium will continue to be the responsibility of the employee. ~~The Company shall pay the employee's income taxes and social security tax obligation on the supplemental amount. The effect of this supplement is to keep the employee whole during the eligible period.~~

~~Supplemental compensation so received for a period shall not exceed sixty five (65) days (rounded to the nearest day, four (4) hours or greater rounded up, less than four (4) hours rounded down) or the total of days accumulated in his/her sick leave bank, whichever is the least. Follow up visits to the doctor for a compensated injury/illness after an employee has returned to work will also be compensated by the Company.~~

19.2 The Company is covered under statutory state Workers' Compensation Laws. It is the policy of the Company that employees notifies their supervisors immediately when an injury/illness occurs.

Additionally, employees and supervisors are responsible for timely completion of required forms. Workers' Compensation is the exclusive remedy for an on-the-job injury.

Should you sustain in a work-related injury, you must immediately notify your supervisor. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. CAMS provides worker's compensation insurance to compensate for any illness or injury an employee might suffer while working on Company premises, traveling on official Company business, or attending an activity officially sponsored by the Company.

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## Proposal #13

### Article XX – Insurance & Benefits

Company proposes Article XX to be replaced as follows:

#### ARTICLE XX INSURANCE & BENEFITS

- (a) Employees shall be permitted to participate in the CAMS Retirement Savings Plan (401k), Comprehensive Medical Plan [or alternative medical coverage such as a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO), Dental Assistance Plan, Sick Pay Plan, Long Term Disability Plan, Basic Life and AD&D Plan, Supplemental group Life Insurance Plan, Group Accidental Death and Dismemberment Insurance Plan, Long Term Care Plan, and Spending Accounts.
- (b) As set forth in the above-named Plans or the Summary Plan Description (SPD) with respect thereto, the Company reserves the right to change or end any of the Plans, in whole or in part, at any time or for any reason, which could result in modification or termination of the benefits available to employees, former employees, retirees or other participants. The Company's decision to amend, replace or terminate any Benefit Plan may be due to changes in Federal or State law or for any other reason. If the Company does make a change or decides to terminate a Plan, it may decide to set up a different Plan for similar-type benefits. If a Benefit Plan is terminated, no further benefits will be available except for losses or expenses incurred before the Plan was terminated. Any changes made to the above-named Plans will apply to ALL Company employees participating in the Plans, including not only IBEW-represented employees of the Company, but also employees represented by other Unions, and all unrepresented employees.
- (c) For the life of this Agreement, the parties agree that the employee cost share of the cost of the various medical plan options, that was in effect on October 22, 2022, will be subject to a percentage increase in an amount equivalent to the average percentage increase in the actual cost of such plans as determined by the new rates charged by the carriers. Such percentage increase shall be up to but no higher than 10% annually, regardless of the final actual percentage increase. In addition, as noted in Article XII(c) above, bargaining unit employee benefits, including future changes, will be the same as the Company's non-bargaining unit employees at the Merom Station.
- (d) The Company does not provide retiree medical or retiree pension benefits beyond Retirement Savings Plan (401k).

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## Proposal #14

### Article XXI– Meals and Lodging

Modify the following language to this section to read as:

#### 21.1 MEALS & MEAL ALLOWANCES -

(a)When Union employees are required to work outside of their regularly scheduled working hours, ~~or outside their headquarters areas as defined in Article XXI(b) hereof,~~ **they** will be furnished a ~~meal stipend meals or meal allowances~~ as follows:

1. When working on emergency overtime, an employee will receive a meal at the following eligibility times:

6:00p.m.

12:00 a.m. 6:00 a.m. 12:00 p.m.

"Emergency Overtime" as used in this section is defined as any overtime period which results from the employee being called back after having been released from his/her regular day's work.

When working on Scheduled Overtime, an employee will receive a meal **stipend** after eight (8) hours of work at the following meal eligibility times:

6:00p.m.

12:00 a.m. 6:00 a.m. 12:00 p.m.

"Scheduled Overtime" as used in this section is defined as any overtime period which has been scheduled for a later time before the employee completes his/her regular day's work and which does not involve the employee being held over at the end of his/her regular day's work.

When an employee is scheduled either to (a) begin work more than two (2) hours prior to such employee's regular work schedule and continue working into such employee's regular work schedule or (b) continue working for more than two (2) hours immediately after such employee's regular work schedule, then such employee will be eligible for a meal ~~stipend or overtime meal allowance~~. If an employee is called in to begin work more than one (1) hour prior to such employee's regular work schedule and continues working into such employee's regular work schedule or is held over to continue working for more than one (1) hour immediately after such employee's regular work schedule, then such employee shall be eligible for a meal stipend ~~or overtime meal allowance~~. However, no employee shall be required, under this paragraph, to work more than ten (10) hours straight without entitlement to a meal ~~stipend or meal allowance~~.

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In no case shall any employee be eligible for more than one (1) overtime meal stipend in any six (6) hour period.

The employee must be working at the eligibility time in order to be eligible for a meal.

For overtime meal eligibility purposes an employee who commences work on the hour shall be deemed to commence working one (1) minute past the hour.

A noon or midshift meal shall not be deemed an overtime meal in the administration of this section. However, an employee working eight (8) or more hours of Scheduled Overtime shall be entitled to a thirty (30) minute break, without pay, to eat such noon or midshift meal.

If an employee is called out in advance of his/her starting time with less than one (1) hours' notice and continues working into his/her regularly scheduled working hours, he/she shall be entitled to a noon or midshift meal or, at his/her option, a six dollar (\$6.00) meal stipend allowance.

~~2. An employee assigned outside his/her headquarters area shall be furnished a meal at noon or midshift.~~

~~(3) A meal for which the Company is obligated under this Section 21.1(a) shall be furnished a meal in one of the following ways, at the Company's sole option:~~

~~a. If possible, a meal ordered from a restaurant and delivered to the work location; provided that, if it is not possible to get a restaurant meal delivered, the Company shall furnish a meal in the most practicable manner.~~

~~b. A meal eaten in a restaurant providing carry-out, table, or counter service.~~

~~c. If a or b are not possible, the employee shall be entitled to a meal allowance.~~

(4) The foregoing notwithstanding, at the employee's option, the employee working on Emergency or Scheduled Overtime may continue working, without stopping to eat, through his/her meal eligibility time with no loss of pay, and receive a meal stipend allowance of fourteen dollars (\$14.00).

(5) An employee shall be entitled to a six dollar (\$6.00) payment for any noon or midshift meal which such employee purchases for himself/herself and which the Company is required to furnish under the provision of this Section 21.1(a). No receipt shall be required to receive such payment.

~~(b) The headquarters areas consist of an area thirty (30) miles in radius from Bloomington, English, Taswell, Petersburg, Napoleon, Ramsey, Merom and Worthington Station; provided, however, that the Union recognizes the right of the Company from time to time during the existence of this contract and as efficient operations make it desirable to so do, to change the headquarters areas established herein.~~

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~~21.2 MEALS & LODGING—An employee scheduled to work at a location which prevents him/her from starting from and returning to his/her assigned headquarters for each day's work will be provided all meals and lodging while away.~~

~~(a) The Company will provide forty eight (48) hours' notice in case of planned work, or in case of emergencies or in other unexpected occurrences as much notice as practicable.~~

~~21.3 CONSTRUCTION—Transmission Departmental Group construction crews while out of their headquarters area on new construction projects will start and stop their time at the job site each day. All Company vehicles will be left at the construction site if the crews are not staying within fifteen (15) miles of the construction site.~~

~~Time moving Company equipment to and from a work location shall be paid at the appropriate rate.~~

~~While working more than thirty (30) miles from their headquarters area on new construction, construction crews will be placed on a fixed ninety five dollar (\$95.00) per day per diem. While the per diem is being paid, other meal and lodging clauses shall not apply.~~



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## Proposal #15

### Article XXII – Vacations

#### ARTICLE XXII VACATIONS

- 22.1 ELIGIBILITY & ENTITLEMENT - Vacation with pay will be granted to all employees who have acquired Company seniority under the following conditions:
- (a) Employees who have completed more than one (1) year and less than eight (8) years of continuous service during the calendar year will receive a vacation of ten (10) working days with pay in an amount equal to eighty (80) times his/her straight time hourly rate.
  - (b) Employees who have completed eight (8) years and more of continuous service during the calendar year will receive a vacation of fifteen (15) working days with pay in an amount equal to one hundred twenty (120) times his/her straight time hourly rate.
  - (c) Employees who have completed fifteen (15) years and more of continuous service during the calendar year will receive a vacation of twenty (20) working days with pay in an amount equal to one hundred sixty (160) times his/her straight time hourly rate.
  - (d) ~~Beginning 1-1-2017,~~ Employees who have completed twenty-five (25) years and more of continuous service during the calendar year will receive a vacation of twenty-five working days in an amount equal to two hundred (200) times his/her straight time hourly rate.

All vacations may be split into single days at the employee's option.

The vacation period is from January 1 to December 31, and employees are encouraged to plan their vacations throughout the year to minimize the problems of continuous service in the usual vacation season.

An employee shall be allowed to carry over into the following calendar year a maximum of eighty (80) hours of vacation.

Vacations due will be paid in the event of separation for military service, layoff for reduction in force and voluntary resignation with two (2) weeks appropriate notice.

Vacation requests and schedules must have the approval of the immediate supervisor prior to the time the vacation starts.

~~Employees shall, upon request accompanying time sheets, receive their vacation pay in the amounts hereinabove provided, on the last payday prior to commencement of their vacation.~~

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Insofar as possible, vacations will be scheduled according to the preference of employees, subject to Management's need to maintain continuous service and operations. Employee's service with the Company will be the determining factor if vacation preference in organization units cannot be met for all employees in the unit.

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## Proposal #16

### Article XXVII – Entire Article – Apprenticeship Program

Eliminate the language in the following sections:

~~27.1 LOCAL HEATS APPRENTICESHIP COMMITTEE— There shall be three (3) individual Joint Apprenticeship Training Committees of equal representation, three (3) members representing the Company and three (3) members representing the Union from each Departmental Group (Transmission, Merom). The Chairman shall be appointed from the Committee and alternated annually.~~

~~Members of the Joint Apprenticeship Training Committee shall be selected by the party they represent.~~

~~This Committee shall develop standards governing the administration, supervision, education, training, and certify eligibility of the apprentice for progression and placement within the apprenticeship program.~~

~~In the case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Either the Company or the Union may appeal any decision or action of the Committee by the procedure outlined under formal grievances (Article V). Any proposed change in this Agreement pertaining to apprenticeship training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.~~

~~27.2 [NEW] PREVIOUS CREDIT FOR APPRENTICES— Any applicant for apprenticeship can, on the recommendation of the JATC and with approval of Employer and the Union, be allowed credit for appropriate previous experience or training. (For example: Previous employment, military training, or approved vocational education programs.) Standards for determining credit for previous experience or training shall be established by the JATC.~~

~~Where credit is allowed by the JATC for previous experience, related training requirements shall be taken into consideration. No apprentice shall be delayed in his/her progress to journeyman11journeywoman status for failure to have received related instruction in areas for which credit was given.~~

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~~Current Maintenance Mechanic and Electrician apprentices shall be evaluated for slotting into the appropriate level by December 31, 2007.~~

~~27.3 [NEW] MAINTENANCE MECHANIC, ELECTRICIAN AND INSTRUMENT & CONTROL TECHNICIAN APPRENTICES—1st Year through 3rd Year Maintenance Mechanic, Electrician and Instrument & Controls Technician apprentices at the generating stations will be considered non-shift employees. An apprentice may be assigned to shift work once he/she becomes a 4th Year apprentice.~~

~~27.4 [NEW] The Company, through the local Hoosier Energy Apprenticeship Training and Safety (HEATS) committees, shall establish apprenticeship training programs for the job classifications of Substation Mechanic and Control & Instrumentation Technician.~~

~~The development of the aforementioned training programs shall be completed as soon as feasible but not later than September 16, 2011. Should time permit, the Company agrees to pursue development of additional apprenticeship training programs as identified by the local HEATS committee.~~

~~Current employees in the Control & Instrumentation and Substation Mechanic classifications shall not suffer any reduction in pay as a result of the creation of the apprenticeship programs.~~

~~Current "B" Control & Instrumentation technicians shall be offered a promotion to "A" technician status no later than February 1, 2009 provided they are qualified.~~

Replace with the following (27.2 is from Article XXIX):

**Article XXVII – Training Programs**

27.1 Training is critical to safety, profitability, to maintenance of an efficient and competitive workforce, and to employee advancement. Employees will be assigned by skills and experience to progress levels encompassing a variety of functions and services; they will be able to demonstrate maintenance of these progress levels. Employees will be provided training opportunities adapted to local circumstances and shall receive pay increases upon completion of assigned training for increased responsibilities. We are committed to encouraging and allowing employees the opportunity to voluntarily gain additional skills.

27.2 The Company and the Union agree that when training is offered in a job classification, it shall be offered on a volunteer basis. If this training requires the

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employee to be away from ~~the station his/her normal headquarters then~~ the Company agrees to pay all expenses related to such assignment, and wages, at the employee's straight time rate, for the actual travel time.

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## Proposal #17

### Article XXXIII – Multi-skilled Positions

28.1 MULTI-SKILLED POSITIONS - During the life of this Agreement, the Company shall have the right but not the obligation to create "Multi-Skilled Positions" in the two (2) combinations listed below and selecting from the classifications in the Departmental Groups listed below.

**Master Electrician, Electrician <> Sr. I&C Tech., I&C Tech.**

**Master Maint. Mech., Maint. Mechanic <> Master Electrician, Electrician** Multi--Skilled positions shall be filled only on an employee volunteer basis.

When the Company does create a Multi-Skilled position, every employee within the affected Departmental Group, in the selected classifications, shall be given a three (3) week notification of the Company's intention to do so. Within this time period the volunteers must submit their name. The Company notification shall include, at a minimum, the number of positions the Company intends to fill. All bids for the positions shall be submitted to the Plant Manager of the location where the positions will be filled.

The sum of Company and departmental seniority shall be the sole factor governing which employees receive the Multi-Skilled position. The selection shall be from the appropriate classifications above, which make up the Multi-Skilled positions.

Departmental seniority shall be calculated from the department the employee is currently accumulating seniority in, excluding Temporary Promotions.

Training for Multi-Skilled positions will be administered by the Merom Station Training Department through the HEATS program. In the event that the employee must travel away from the station his/her reporting headquarters to attend training for a Multi-Skilled position, such employee shall be compensated for the travel time to the training at his/her straight time rate of pay and the round trip mileage at the current rate. However, classroom training outside of scheduled working hours will be considered on the employee's own time, but must be scheduled within the hours of 3:30 p.m. and 8:00 p.m. Monday thru Friday.

Employees who participate in the multi-skill training will be given the opportunity to test out of any yearly portion of the training by virtue of passing a test developed and administered by the Merom Training Department HEATS Committee. Further, any present Electrician who volunteers for multi-skilling into the I&C classification shall have the associate degree portion of the job specification waived. However, such employee(s) must complete the courses as set forth in Attachment 1 as modified from time to time by the Merom Training Department HEATS Committee with approval of both the Company and Union. Such courses may be taken through

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tuition reimbursement and the Company shall pay text expenses. Seniority for the affected employees shall continue to accrue in their primary job classification.

If an employee does not satisfactorily pass the yearly examination he/she will have three (3) attempts (within a time frame to be determined by the HEATS Committee) to pass. In the event of three (3) unsuccessful attempts at passing a test, or the employee decides that he/she cannot finish the required courses to attain the multi- skilled level, he/she shall return to his/her primary job classification with the appropriate rate of pay.

Multi-Skilled employees will remain on the overtime distribution sheet that they were on prior to participating in the Multi-Skilled job. Overtime distribution will be administered within Article IX of the Labor Agreement.

When an employee accepts a Multi-Skilled position, the employee shall receive an increase to his/her current rate of pay of three percent (3%) upon assignment to the Multi-Skilled position, an additional one and one-half percent (1½ %) increase upon successful completion of each of the first three (3) years of the training program, and a two percent (2%) increase upon final completion of the training program and obtaining the second journeyman status. Provided however, an Electrician who completes the C&I training program shall receive an increase of two percent (2%) or the rate of pay of dual classifications of a C&I Technician, whichever is higher.

Primary job classification for the purpose of this document shall mean the job classification in which seniority is accumulating and overtime is distributed.

Job duties in effect as of June 16, 1997 for each of the aforementioned Multi-Skilled classifications shall not be changed during the term of this Agreement.

No employee shall have more than one (1) secondary skill.

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## Proposal #18

### Article XXIX – Training

Delete this article as language moved to Article XXVII:

- 29.1            ~~TRAINING—The Company and the Union agree that when training is offered in a job classification, it shall be offered on a volunteer basis. If this training requires the employee to be away from the station his/her normal headquarters then the Company agrees to pay all expenses related to such assignment, and wages, at the employee's straight time rate, for the actual travel time.~~



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## Proposal #19

### Article XXXIII – Wages – Time of Payment

Update for final agreement.

33.1 WAGES – From TBD ~~September 16, 2016, through September 15, 2017,~~ the Company agrees to pay the employees wages in accordance with the wage scale shown in the Job Classification Tables attached hereto and made a part hereof. ~~(SEE EXHIBITS A29, A30)~~

Effective ~~TBD September 16, 2017, and through September 15, 2018,~~ the Company will pay the employees wages in accordance with the wage scale shown in the Job Classification Tables attached hereto and made a part hereof.

Effective ~~TBD September 16, 2018, and through September 15, 2019,~~ the Company will pay the employees wages in accordance with the wage scale shown in the Job Classification Tables attached hereto and made a part hereof.

Effective ~~TBD September 16, 2019, and through September 15, 2020,~~ the Company will pay the employees wages in accordance with the wage scale shown in the Job Classification Tables attached hereto and made a part hereof.

Effective ~~TBD September 16, 2020, and through September 15, 2021,~~ the Company will pay the employees wages in accordance with the wage scale shown in the Job Classification Tables attached hereto and made a part hereof.

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## Proposal #20

### Article XXXVIII – Miscellaneous

Modify the following language to this section to read as:

#### ARTICLE XXXVIII MISCELLANEOUS

- 38.1 **OTHER AGREEMENTS** - The attached four (4) MOUs attached hereto as Appendix B are hereby incorporated in this Agreement. Any other agreements, MOUs, Exhibits entered into with Hoosier Energy, which are not attached hereto, are void and are not a part of this or any other Agreement with Consolidated Asset Management Services.
- 38.2 **FORMAT OF AGREEMENT** – The parties acknowledge and agree that this Agreement contains a format of grouping Sections into Articles which prior agreements between the parties did not contain. The titles of Articles and groupings therein shall not be construed to modify or amend interpretations of provisions which remain the same from prior agreements between the parties. All Sections of this Agreement are to be read and construed in connection with all other relevant Sections thereof, regardless of whether the Sections being interpreted are within a single Article or not.

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## **Proposal #21**

### **Compensation:**

The company considers all compensation and agreement terms in the Hoosier CBA open to negotiations; this includes, but is not limited to wage rate structure, merits, shift differentials, shift premiums, etc. All proposals will be evaluated with consideration of the Unions agreement and support of increasing work force flexibility, the impact to the station financials, and viability of future operations. Articles up for negotiation are, but not limited to the following:

1. Article XIV
2. Article XX
3. Article XI
4. Article XXXIII
5. Article XXXVII

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## **Administrative Proposals**

### **Admin Proposal #1**

Delete all references to Exhibits in the agreement. Once it has been agreed upon that the Exhibit is not applicable and/or terms of Exhibit's are incorporated in new agreement or Overtime Guideline as negotiated.

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## **Admin Proposal #2**

### ARTICLE IV SENIORITY - LAYOFF PROCEDURE - FILLING VACANCIES

- 4.1 COMPANY SENIORITY - “Company seniority” for each regular employee who has been employed as such for nine (9) months under this Agreement shall be retroactive to the first day of such employment unless his/her seniority has been broken as hereinafter provided. If his/her seniority has been broken and he/she is reemployed, then and in that event his/her seniority after having been re-employed for a period of nine (9) months shall begin on the first day of re-employment.
- 4.2 TIE BREAKER - Should two or more employees begin working on the same calendar day, such employees’ Company seniority (also departmental seniority if working in same department) shall be determined by the drawing of lots and they shall be credited with seniority according to the number drawn.
- 4.3 DEPARTMENTAL SENIORITY - The length of time an employee has been employed in a department shall be his/her “departmental seniority.” Departments are grouped into Departmental Groups as shown in the Job Classification Tables attached hereto and made a part hereof. **(SEE EXHIBITS A7, A15 & A16)**
- If two (2) or more employees are transferred into the same department at the same time, the employee with the most Company seniority shall also be deemed to have the most departmental seniority.
- 4.4 BROKEN SENIORITY - Seniority, both Company and departmental, shall be deemed to have been broken for the following reasons:
- (a) If the employee resigns.
  - (b) If the employee is discharged and not reinstated.
  - (c) If the employee is absent from work without authorized leave except when satisfactory reasons for his/her absence are given.
  - (d) If an employee who has been laid off fails to return to work within seven (7) days after being properly notified to report to work and does not give a satisfactory reason for failing to report.
  - (e) If an employee is laid off for twenty-four (24) consecutive months.
  - (f) If an employee accepts a non-bargaining unit position.
- 4.5 LAYOFF PROCEDURE -

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- (a) When a layoff of employees employed under this Agreement is necessary at any location due to lack of work, the following procedure shall govern:
- (1) The Company shall give six (6) weeks notice to any employee who is to be laid off.
  - (2) When layoffs are necessary, the employee or employees with the least Company seniority in the affected classification within the affected department at the affected headquarters location or generation station shall be laid off.
- (b) An employee to be laid off shall be entitled to exercise seniority without interrupting his/her continuity of employment provided in all cases he/she has the qualifications required to perform the duties of the employee displaced.

An employee who has been given notice of layoff shall, subject to the provisions of subsections (d) and (e) hereinafter set forth, have the right to exercise his/her seniority by bumping less senior employees in the manner hereinafter set forth. Such employee must notify the Company within five (5) working days after receipt of such notification of any desire to exercise seniority and bump another employee. The following procedure shall govern all bumping.

When an employee who has been notified of layoff exercises seniority, he/she shall bump in the following sequence:

- (1) First, the notified employee shall be entitled to bump an employee holding a lesser classification who possesses the least Company seniority within the selected classification, within the same "group of classifications within a department" at the same headquarters location, providing the notified employee has more Company seniority than the employee being bumped.
- (2) If there is no such employee in Category 1 above, then the notified employee shall be entitled to bump an employee holding an equal or lesser classification who possesses the least Company seniority within the selected classification, within the same "group of classifications within a department," within the notified employee's Departmental Group, providing the notified employee has more Company seniority than the employee being bumped.
- (3) If there is no such employee within either Category 1 or 2 above, then the notified employee shall be entitled to bump an employee of equal or lesser classification in a "group of classifications within a department" in which the notified employee has been employed in the past, who possesses the least Company seniority within the selected classification, and which department is in the Departmental Group in which the notified employee then is employed.

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- (4) If there is no such employee within either Category 1, 2 or 3 above, then the notified employee shall be entitled to bump an employee of equal or lesser classification in a “group of classifications within a department” in which the notified employee has been employed in the past, who possesses the least Company seniority within the selected classification, within any Departmental Group in which the notified employee has been employed in the past.
- (5) In the event of a layoff and the notified employee has no bumping rights that are outlined in Category 1, 2, 3 or 4 above, then the notified employee shall be entitled to bump any employee, **at any headquarters location**, who does not possess Company seniority.

Any employee who changes Departmental Groups in this subsection 5 shall not be allowed to carry his/her departmental seniority from one Departmental Group to another.

- (c) For the purpose of this section the term “a group of classifications within a department” shall be defined as all of the classifications within a specific line of work, Maintenance Mechanics, Electrician, Instrumental, etc., that an employee will hold in progression from an entrance level classification to the top or leadership classification in his/her specific line of work. Example: In the Merom Generating Station Departmental Group, the Master Electrician, Electrician, 4th Year Apprentice Electrician, 3rd Year Apprentice Electrician, 2nd Year Apprentice Electrician and the 1st Year Apprentice Electrician shall be considered a “group of classifications within a department.”
- (d) The foregoing notwithstanding, the Company shall not be required to lay off employees, whether by layoff or due to the above-described bumping process, who possess skills essential to properly perform work available at the time of layoff not possessed by employees with greater seniority.
- (e) The provisions of subsection (a)1 hereof notwithstanding, the Company shall not be required to give more than two (2) weeks’ notice to an employee to be laid off as a result of being bumped by the exercise of seniority of one or more employees receiving notice pursuant to said subsection. The Company shall, however, give notice to such employee immediately upon completion of the bumping process hereinabove set forth.
- (f) When the Company adds employees to do work covered by this Agreement, those having established Company seniority shall be recalled in inverse order of their layoff if available and physically fit to return to work, provided they have the qualifications required to perform the work.
- (g) An employee who has been laid off shall retain his/her seniority, both Company and departmental, for twenty-four (24) months by notifying the Company in writing, within five (5) days, of his/her desire to be employed at

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a specific location or locations and he/she shall be eligible for recall only at such specified locations.



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### **Admin Proposal #3**

#### **Article V – Section 5.1 Grievance Procedure & Arbitration -**

Modify the following language to this section to read as:

#### **GRIEVANCE PROCEDURE, ARBITRATION & ARBITRATION EXPENSES**

##### **5.1 GRIEVANCE PROCEDURE, ARBITRATION & ARBITRATION EXPENSES**

- Any difference or disagreement between the Company and the Union, or between the Company and any employee or group of employees, involving the meaning or the application of the provisions of this Agreement, shall constitute a grievance.

A grievance involving a discharge or suspension of an employee will be filed in writing and signed by the aggrieved employee or the Steward within one hundred twenty (120) hours, excluding Saturdays, Sundays and holidays, after the discharge or suspension, and be processed through the regular grievance procedure, as required, for resolution. Such grievance shall start at Step One of the Grievance Procedure.

Furthermore, should the aggrieved employee request it, he/she may confer with the Steward prior to the time he/she leaves the premises. A grievance in any other case shall be presented within fifteen (15) working days of the alleged violation-if a grievance is not presented within the applicable time limit, it shall be considered barred, provided that a grievance involving pay shall originate when the paycheck is issued.

All grievances shall be processed in the manner hereinafter set forth:

Step One. The grievance shall first be discussed between the employee or employees concerned, together with the Union representative for the work area (grievance committeeman or alternate steward, as the case may be), if so desired by the employee or employees concerned, and the immediate supervisor of the employee or employees. The supervisor shall provide a verbal decision to the employee within three (3) days, not to include Saturdays, Sundays and holidays. If such verbal decision is not accepted by the employee, the grievance must be reduced to writing and submitted to the Department ~~or Plant~~ Manager, ~~as the case may be,~~ within five (5) days, not to include Saturdays, Sundays and holidays, of the date of the verbal decision. If the grievance is not so presented within the applicable five (5) day period, it shall be considered settled and dropped and said grievance shall be deemed waived and forever discharged. Upon receipt of the written grievance the Department or Plant Manager shall submit a written answer

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to the Union within seven (7) days, not to include Saturdays, Sundays and holidays.

Step Two. If the written answer of the Department ~~or Plant~~ Manager is not acceptable to the Union, the Union may, within seven (7) days, not including Saturdays, Sundays and holidays, of the receipt of such written answer, refer the grievance in writing to the Vice President of Human Resources and Administration (or such other person as the Company may from time to time designate). The Company representative, together with appropriate Company personnel shall then meet, on a date to be mutually agreed upon, with the Business Manager (or assistant thereto) of the Union, together with a committee of not to exceed three (3) Union representatives (which may or may not include one or more grievants). If the grievance is not so presented within the applicable seven (7) day period, it shall be considered settled and dropped and said grievance shall be deemed waived and forever discharged. The Company shall have thirty (30) days from the date of meeting to confirm, amend, or modify its prior written answer provided pursuant to Step One.

Any time periods set forth in Steps One and Two above may be waived or extended by mutual agreement of the parties in writing.

Step Three. Any grievance falling under the scope of this contract which is not settled in Step Two of the Grievance Procedure herein, may in accordance with the agreement of the parties, be submitted to arbitration by the American Arbitration Association under its Rules and Regulations. Notice of intent to appeal any such grievance to arbitration shall be filed in writing with the other party within thirty (30) calendar days after the final decision has been given by the Company in writing; otherwise, such grievance shall be considered settled on the basis of the decision so given.

The Arbitrator shall render his decision within thirty (30) calendar days after the closing of the proceeding. The award shall be signed by the Arbitrator, and two (2) copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the Arbitrator's decision which shall be final and binding on the Union and its members, the employee or the employees involved covered by the Agreement, and the Company.

Regardless of the outcome of any matter submitted to arbitration, costs thereof shall be borne by the Company and the Union, share and share alike; such costs shall be limited to the Arbitrator's fees and expenses. The cost of any additional services required by either party shall be borne by the party requesting these additional services.

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- 5.2 **AUTHORITY OF ARBITRATOR** - The Arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Agreement or any agreement made supplementary hereto, such as establishing or changing any wage, or passing on any matters arising from wages, or passing on matters having to do with production standards, or concerning new jobs.

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## **Admin Proposal #4**

### **Article XXXI – Material Handling**

Modify the following language to this section to read as:

31.2 MATERIAL HANDLER APPRENTICE - A Material Handler Apprentice training program shall be managed by the Merom Station Training Department, established with an appropriate training program developed by a joint Union/Management Committee (JUMC). The content and length of training will be determined by the JUMC.

Upon successful completion of the Material Handler Apprentice training program, the employee will be promoted to Material Handler position beginning at the 0-6 months rate of pay.

If an employee does not successfully complete the required training program as evaluated by the training department joint training committee, he/she will be placed back into his/her prior job classification. If an employee is returned back to his/her prior classification,

Article IV, Section 4.7 (Returning to Prior Classification) will be applied for purposes of seniority and wage rate.

When overtime is required it shall be distributed to the Material Handler position first; provided, however, that when clean-up work and snow removal is performed, it shall first be offered to the Apprentice position.