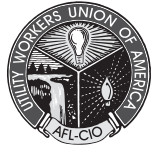


Consumers Energy



Count On Us

"Everyone Goes Home Safe!"

WORKING AGREEMENT
June 1, 2015 to June 1, 2020

Consumers Energy and Utility Workers
Union of America, affiliated with the
(AFL-CIO), and its Michigan State Utility
Workers Council covering Operating,
Maintenance and Construction Employees

WORKING AGREEMENT

Consumers Energy Company

and

Utility Workers Union
of America

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AFL-CIO

Covering
Operating, Maintenance and
Construction Employees

June 1, 2015 to June 1, 2020

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into by and between the Consumers Energy Company, hereinafter referred to as the “Company,” and the Utility Workers Union of America, AFL-CIO, formerly known as the Utility Workers Union of America (affiliated with the Congress of Industrial Organizations), and its Michigan State Utility Workers Council, representing all of its local unions among the employees of the Company, hereinafter individually and collectively referred to as the “Union,”

WITNESSETH that:

WHEREAS, the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in serving the public, and

WHEREAS, this responsibility to the public is the responsibility of both the employees and the Company, and requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner without interruption of service to the public, and

WHEREAS, both parties hereto recognize the responsibility of service to the public, and

WHEREAS, both parties hereto desire to enter into an Agreement which will eliminate any reason for strikes, stoppages of work or lockouts during the term of such Agreement and during any period while negotiations are in progress between them for any change or renewal of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and promises and Agreements Hereafter contained, it is agreed that:

ARTICLE I
General Obligations

Section 1. There shall be no picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, nor any lockouts, during the terms of this contract, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

Section 2. The Company agrees, as part of the consideration of this Agreement, that neither the Union, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, if:

- (a) The Union gives written notice to the Company and the employees involved within twenty-four (24) hours of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work, and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement; and if
- (b) The Union at the same time authorizes the Company to give such further publication of such notice as in the sole judgment of the Company appears desirable.

It is recognized that the Company has the right to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of a provision in Section 1 hereof, whether or not the Union gives the notice provided in this Section.

ARTICLE II
Recognition

Section 1. The Union has been certified by Order of the National Labor Relations Board dated June 13, 1944 (Case No. 7-R1599), as amended, to which certification reference is hereby made, as the exclusive representative of all of the Company's employees, except general and assistant general foremen, outside crew foremen, plant supervisors, and any other supervisory employees with the authority to hire, pro-

mote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, office employees, office building janitors and watchmen, plant watchmen, customer account representatives, connected load inspectors, electrical, mechanical and civil engineers, efficiency men, junior engineers, draftsmen, surveyors, chemists, architects, temporary employees hired for specific jobs (ie, other than those listed in Exhibit "A"), and for not more than six months, part-time local servicemen and local servicemen who do not perform mechanical work in the regular course of employment, and storekeepers with supervisory power who do not ordinarily do mechanical work, but including watchmen other than those excluded above, load dispatchers, meter readers, bill distributors, plant janitors, and storekeepers other than those excluded above, and the Company agrees to recognize the Union, as the sole and exclusive bargaining agent, through its duly accredited officers and representatives, in respect to rates of pay, wages, hours of employment, and all other conditions of employment for such employees.

Section 2. Unless this Agreement otherwise indicates, the words "employee" or "employees", as used herein refer to the person or persons in the Company's employ, other than persons hired under the provisions of the Temporary Employment Agreement or any successor Agreement, for whom the Union has been designated as the exclusive bargaining representative, by the provisions of the Certification Order referred to in Section 1 of this Article. Wherever the masculine pronoun is used in this Working Agreement it shall mean or include the feminine pronoun where applicable.

Section 3:

- (a) All current employees covered by this Agreement shall have the choice to remain members of the Union by tendering to the Union the initiation fees, if applicable, and periodic dues that are the obligation of the members.
- (b) New employees also shall have the choice to become and remain members of the Union by tendering to the Union the initiation fees, if applicable, and periodic dues that are the obligation of the members.
- (c) No provisions of this Article shall be interpreted to require or prohibit employees from electing to become members of the Union.

Article II and III

Section 4:

- (a) The Company shall, if the employee so elects under the provisions of Section 3 of this Article, deduct from the pay of each employee who, on or after the effective date of this Agreement, authorizes deductions for membership dues and reinstatement fees, in sums that may be established by the Union. The Company shall continue to deduct membership dues and reinstatement fees, of current employees who have authorized such deductions and who have not revoked such authorization as set forth in (b) below.
- (b) The employee's election is irrevocable for the lesser period of (i) one year from the date the employee signs the authorization to deduct dues and other fees, or (ii) the duration of this Agreement. Revocation requires the employee to give written notice by Registered Mail, Return Receipt Requested, to the Company and the Union, at least sixty (60) days, but not more than seventy-five (75) days, before any periodic renewal date of this authorization and assignment of the employee's request to revoke the same, or as otherwise required by the employee's authorization agreement. If no such notice of revocation is given, the authorization shall remain in effect.
- (c) If the authorization is not revoked pursuant to subsection (b) above, the authorization will automatically renew for successive periods.

Section 5. The provisions of this Agreement shall be binding not only upon the Company, but upon its successors and assigns. The Company shall make it a condition of the sale or transfer that the successors or assigns shall be bound by the terms of this Agreement. A copy of such a sale or transfer agreement shall be provided to the Union after its execution.

ARTICLE III Grievance Procedure

Section 1. Should any difference arise between any employee or employees and the Company as to the meaning or application of the terms and provisions hereof, such differences should normally be adjusted by direct contact between the employee or employees and his or their immediate supervisor. Where any such difference is not or cannot be adjusted in the normal way, the employee or employees involved may refer the difference to his or their authorized local union representative,

who shall endeavor to settle the difference informally with the immediate supervisor. The Union and the Company believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible. If not so settled, it shall be formally disposed of in the following manner:

Step 1. The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by the authorized representative or representatives of the local union and submitted to the designated Company representative. Such designated Company representative shall thereupon agree to a meeting for the consideration of the grievance at the earliest agreeable time not later than five days after he shall have received the grievance. In the event the designated Company representative cannot meet with the Grievance Committee within that time, there shall be present a representative designated by him with full power and authority to settle the grievance. No grievance so presented will be adjusted without a union representative being present. If a grievance is not presented to the designated Company representative within three months of its occurrence, it will be understood that it no longer exists. However, no claim for retroactive adjustment shall be made prior to 25 days immediately preceding the first submission of such grievance.

Step 2. If the grievance is not settled in Step 1, the Local Union Grievance Committee shall, within five days after the completion of the meeting or meetings referred to in Step 1, submit the grievance to the designated Company representative, who shall, as promptly as possible, but within five days after the grievance is submitted to him, meet with that committee and endeavor to settle the grievance. In the event the designated Company representative cannot meet with the Grievance Committee within that time and at the place desired, there shall be present a representative designated by him with full power and authority to settle the grievance. If a grievance is not submitted to the designated Company representative within the time specified above, it will be understood that it no longer exists.

Section 2. Each local union will furnish the appropriate Human Resource Representatives with the names of its authorized representatives and members of its Local Union Grievance Com-

Article III

mittees, and such changes as may occur from time to time in such personnel, so that the Company may at all times be advised as to the authority of the individual representatives of the local union with which it may be dealing. The Company will in return through its appropriate Human Resource Director keep the respective local unions advised as to its designated representatives, and such changes as may occur from time to time in such representatives.

Section 3. Either of the parties hereto may have present at the meetings provided in Steps 1 and 2 of Section 1 hereof, any person or persons it may consider necessary to the proper consideration and settlement of the grievance. It is the desire of all parties to keep such representation at a minimum and the number of employees, designated by the local union through its President, who shall suffer no loss of their straight-time pay while attending such meetings will be limited to five. Reasonable time shall be set aside for the holding of such grievance meetings. In the event attendance at any meeting referred to in Section 1 hereof does not require an employee to leave the municipality in which he works or its immediate surrounding vicinity, he shall suffer no loss of his straight-time pay. Further, in the event attendance at any meeting referred to in Section 1 hereof requires the Local Union President, or other local union officer designated by the Local Union President if the Local Union President is absent from work, on vacation pursuant to Article XII, due to illness or injury covered by Section 1, 2 or 3 of Article XIII, or on Union business without pay, to travel between local operating headquarters within the jurisdiction of his local union, he shall suffer no loss of his straight-time pay for the reasonable time necessary for such travel and attendance at such meeting. In no event, however, shall an employee leave his job for such purposes without prior consent of his immediate supervisor.

Section 4. Either a local union representative or Local Union President may investigate a difference not resolved informally with the immediate supervisor or grievance referred to in Section I hereof. If the investigation does not require a local union representative to leave the municipality in which he works or its immediate surrounding vicinity, or if the investigation of any grievance is by the Local Union President and does not require him to leave the jurisdiction of his local union, he shall suffer no loss of his straight-time pay. The Local Union President may designate one local union officer to perform such investigation on behalf of the Local Union President if he is absent from work because of (a) vacation, pursuant to Article XII, (b) illness or injury covered by Article XIII, Section 1, 2 or 3,

or (c) union business without pay. Time for such investigation without loss of pay shall not exceed an aggregate of one hour. Provided, however, that if such investigation requires the Local Union President, or his designee if applicable, to travel between local operating headquarters within the jurisdiction of his local union, he shall suffer no loss of his straight-time pay for the reasonable time necessary for such travel.

In no event, however, shall an employee leave his job for any of the above purposes without the prior consent of his immediate supervisor. Prior to permitting such employee to see another supervisor, the immediate supervisor will ascertain whether the supervisor whom the employee wishes to see is available. It is understood that the supervisor whom the Bargaining Unit employee wishes to see will meet him if available. If such supervisor is not then available he will meet the employee not later than midshift of the next day on which the supervisor is at work.

More than one difference or grievance arising from the same incident shall be considered a single difference or grievance for purposes of this Section. Furthermore, the employee shall obtain the approval of his immediate supervisor prior to such investigation.

Section 5. Each party, through one of its representatives, shall prepare a written summary of its position on each grievance discussed at any meeting referred to in Steps 1 and 2 of Section I, hereof, preferably before adjournment of such meeting but not later than the end of the following day. Copies thereof shall be provided each party.

Section 6. Should a grievance arise between the local union and the Company that cannot be adjusted through normal grievance procedure as provided for in this Article, because such grievance involves matters that affect other employees as a group, or matters concerning Company policy, the designated Company representative and the local union may, by agreement, bypass Steps 1 and 2 of the Grievance Procedure as provided for in Section 1 of this Article and submit the grievance or grievances directly to a final conference as provided for in Section 7 of this Article. Whenever grievances are pending at different locations of the Company but involving the same complaint, the Union, by written notice to the Company through the Executive Board of the Michigan State Utility Workers Council, may consolidate such grievances for the purpose of processing through Steps 1 and 2 of the Grievance Procedure, whereupon the processing of such consolidated

Article III

grievances through Steps 1 and 2 at any one location of the Company shall suffice for all the grievances so consolidated.

Section 7. In case of final disagreement between the representatives of the local union and the Company in relation to any grievance, as provided in Section 1 hereof, the same may be referred by either party within 30 days of the completion of the meeting referred to in Step 2, to a final conference between the Executive Board of the Michigan State Utility Workers Council, and the Company's Director of Labor Relations, or someone delegated by him. If such a conference is requested on or before the first day of any calendar month, the conference will be held not later than the last day of the same month and if the request for a conference is made subsequent to the first day of the month, the conference will be held not later than the last day of the next succeeding month. The Company will advise the Executive Board of the Michigan State Utility Workers Council of its decision with respect to each grievance referred to such conference for discussion by written notification mailed within ten days after such conference. The Executive Board of the Michigan State Utility Workers Council may thereafter refer the grievance to arbitration by written notification to the Company. A grievance filed during the term of this Working Agreement for which a Final Conference answer is received by the Union by December 31 will be understood to no longer exist unless written notification to the American Arbitration Association referring the grievance to arbitration is received by the Company by June 1 of the ensuing year.

Section 8. The Company reserves the right at all times to discipline employees and to suspend and remove them from their jobs for such purposes:

- (a) In disciplining employees the Company shall disregard letters of discipline which were issued two or more years prior to the latest occurrence of disciplinary action.
- (b) Letters of discipline dated more than two years prior to the latest disciplinary action will be permanently removed from the employee's personnel file prior to its release by the Human Resource Department.
- (c) The Company will advise the Local Union President or his designated representative of the circumstances which led to suspension for investigation or disciplinary action not later than the end of the next workday of the affected employee and will discuss the matter with a lo-

cal union officer or officers upon request. If practicable, the Company will advise the Local Union President or his designated representative prior to the imposition of disciplinary action.

- (d) If an employee is demoted, discharged or suspended for cause by the Company, the Executive Board of the Michigan State Utility Workers Council (hereinafter in this Subsection (d) "Executive Board") may, file a grievance with the Company within 20 days of the date the employee is demoted, discharged or suspended for cause. If an employee has been suspended for investigation for seven days, the Executive Board may at any time thereafter for the duration of such suspension for investigation, file a grievance alleging that the Company did not have, or no longer has, reasonable grounds for such suspension for investigation. It is recognized by both parties that such grievances should be settled at the earliest possible time and take precedence over grievances of a different nature. Therefore, if requested by the Executive Board, an employee who has been demoted, discharged or suspended for cause or suspended for investigation shall have the right to a prompt hearing on such charges before the President, or someone delegated by the President to represent him at such hearing, and, except as set forth in Subsection (e) of this Section, may not utilize the procedure outlined in Article III, Sections 1 through 7, for negotiating other grievances. In the event the investigation of any such grievance, or attendance at a discussion provided in Subsection (c) of this Section, does not require an employee to leave the municipality in which he works or its immediate surrounding vicinity, he shall suffer no loss of his straight-time pay.

If the President or his representative sustains the grievance in whole or in part, the employee or employees involved shall sustain no loss of contract benefits other than loss of pay, and as to loss of pay the President or his representative shall be free to make such decision as he shall deem justified under the circumstances. Likewise, if an employee is thus found to have been unjustly demoted and is placed in a higher rated job than the one to which he was demoted, he shall be compensated for the difference between the straight-time pay for the two jobs.

The Executive Board submits a grievance under this

Article III

Section 8(d), on behalf of an employee who has been discharged; it may at that time notify the Company in writing that arbitration of the grievance is desired. In such event there will be no hearing before the President or his representative.

- (e) Notwithstanding the provisions of Section 8(d) above, an employee who has been demoted, suspended for cause or suspended for investigation, instead of following such procedure, may, with the consent of his local union, process a grievance concerning such demotion, suspension for cause or suspension for investigation in accordance with the provisions of Article III, Section 1; except that if such a grievance is referred to arbitration by the Executive Board of the Michigan State Utility Workers Council, it will be treated in accordance with the arbitration provisions of this Article III, Section 8 and the written notification of the decision of the Company after final conference will be treated as the decision of the President or his representative for purposes of Article III, Section 8(f).

- (f) If no settlement of the grievance can be obtained by the method set forth in Section 8(d) or (e) above, the Union (through the Executive Board of the Michigan State Utility Workers Council) may, within one month of the date of mailing of the decision of the President or his representative, notify the Company in writing that arbitration of the grievance is desired. If such notice is not received by the Company within that period of time, it will be understood that the grievance no longer exists. The case will be submitted to the Chairman of the Arbitration Board, selected in accordance with Section 8(g) below, within ten days following receipt of such written notification or within 20 days if the Executive Board of the Michigan State Utility Workers Council has submitted a request for arbitration at the time the grievance is submitted. During such 10- or 20-day period, whichever is applicable, each party shall appoint one representative to act as its arbitrator and shall notify the other party in writing of such appointment. Hearings will be held as soon as possible on dates selected by the Chairman of the Arbitration Board after consultation with the parties.

The Arbitration Board, consisting of the Chairman and two members appointed as herein provided, shall hear the evidence and render its decision thereon within 20

days from the close of hearings, unless the time is extended by the Arbitration Board for an additional time agreeable to the parties, and the majority decision of the Arbitration Board shall be final and binding upon both parties and upon all persons affected thereby. If the Arbitration Board sustains the grievance in whole or in part, the employee or employees involved shall sustain no loss of contract benefits other than loss of pay, and as to loss of pay the Arbitration Board shall be free to make such decision as it shall deem justified under the circumstances.

- (g) The Chairman of the Arbitration Board shall be appointed by the parties to be Chairman of the Arbitration Board for all cases which arise under this Section. He shall hear all cases pending under this Agreement at the time of his appointment, for which no other arbitrator has been selected by agreement of the parties, and all cases submitted to him during the term of his appointment and prior to receipt of notice of termination of his services. The Chairman shall serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Chairman. Vacancies in the office of Chairman will be filled by agreement between the Executive Board of the Michigan State Utility Workers Council and the Company. However, if the parties are unable to agree within 20 days after a vacancy occurs, the Chairman will be separately selected for each case in accordance with the then existing rules of the American Arbitration Association. In such event the parties shall submit each case to the American Arbitration Association within ten days after the expiration of the foregoing 20 days, or 20 days after receipt by the Company of notice that arbitration is desired, whichever is later.
- (h) The compensation and expenses of the Chairman, if any, and the incidental arbitration expenses shall be borne equally by the parties. Hearings will be held in Jackson, Michigan, except that the parties may agree upon a different meeting place. However, the Company may designate the place of hearing within the State of Michigan by bearing the expense of such meeting place and the expenses incurred by the Chairman for meals, lodging and travel while attending the place of hearing so designated by the Company.

Article III

Section 9. If the Company discharges a probationary employee within the first 90 days of his probationary period, it will advise the Local Union President of the circumstances which led to the discharge by the end of the next workday of the affected employee. The discharged employee may, within five days of his discharge, file a written request through the Local Union President, for a hearing before the Field Manager, Plant Manager or General Office department head, or someone delegated by such Company representative. If a probationary employee is discharged after 90 days, the discharged employee may, within five days of his discharge, file a written request through the Local Union President, for a hearing before a Company representative that is not from the same headquarters as the discharged probationary employee, such as a Field Manager, Plant Manager, or General Office department head, or someone delegated by such Company representative. It is recognized by both parties that such grievance should be processed at the earliest possible time and take precedence over grievances of a different nature. A maximum of three authorized local union representatives, designated by the local union through its President, shall suffer no loss of their straight-time pay while attending such a hearing, providing attendance does not require either of such employees to leave the municipality in which he works or its immediate surrounding vicinity. Further, if the attendance at such hearing does not require the Local Union President to leave the jurisdiction of the local union, he shall suffer no loss of his straight-time pay. Neither shall the Local Union President suffer any loss of his straight-time pay if such hearing is held outside of his local union jurisdiction if the discharged probationary employee is a member of his local union. Action by the Company representative or his delegate shall not be subject to dispute by the Union or to arbitration. The provisions of this Section 9 shall not apply to any probationary employee that is released by a Joint Apprentice or Certification/Training Committee from such apprentice or certification/training program.

Section 10. It is understood that the number of days used as the length of time allowable in Articles III and IV are exclusive of Saturdays, Sundays and holidays.

Section 11. The Executive Board of the Michigan State Utility Workers Council shall furnish the Company's Labor Relations Department a description of the presently existing jurisdictions of the Local Union Presidents.

Section 12. For the duration of this Agreement, the President of the Michigan State Utility Workers Council and the Director of

Labor Relations, in an effort to improve the operation of the Grievance Procedure, by mutual agreement in writing, may make trial changes in the Grievance Procedure. Such changes will have the effect of amending the Grievance Procedure provisions of this Agreement during the time such changes are in effect. The Company or the Union may terminate any such trial changes through written notice of such termination effective upon receipt of such notice by the other party. Such termination will not affect the validity of anything which occurs as a result of the trial procedure during the period it is in effect.

ARTICLE IV

Arbitration

Section 1. Except as provided in Article III, Section 8 or 9, if any grievance or grievances cannot be settled under the provisions of Article III hereof, either the Company or the Union (through the Executive Board of the Michigan State Utility Workers Council) may, within the time permitted by Section 7 thereof, give the other notice that arbitration of such grievance or grievances is desired.

- (a) Within 20 days following receipt of such written notification, the Executive Board of the Michigan State Utility Workers Council or the Company shall submit the grievance or grievances to the Chairman of the Arbitration Board appointed by the parties. During such period, each party shall appoint one representative for each grievance to act as its arbitrator and shall notify the other party in writing of such appointment. Arbitration Boards, consisting of the Chairman and two other members, selected as hereinabove provided, shall hear all cases pending under this Agreement at the time of the Chairman's appointment, for which no other arbitrator has been selected by agreement of the parties, and all cases submitted to the Chairman during the term of his appointment. The Chairman shall serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Chairman. In such event Arbitration Boards chaired by the Chairman shall render decisions in only those cases upon which hearings have begun prior to receipt of notification of termination of the Chairman's services. Vacancies in the office of Chairman will be filled by agreement

Article IV

between the Executive Board of the Michigan State Utility Workers Council and the Company. However, if the parties are unable to agree within 20 days after a vacancy occurs, an arbitrator will be separately selected for each case in accordance with the then existing rules of the American Arbitration Association. In such event the parties will submit each grievance to the American Arbitration Association within ten days after expiration of the foregoing 20 days, or 20 days after receipt by the Company of notice that arbitration is desired, whichever is later.

- (b) The Arbitration Board, consisting of three members, shall hear the evidence in the case submitted and render its decision thereon within 20 days from the close of hearings, unless the time is extended by the Arbitration Board for an additional time agreeable to the parties but not to exceed ten additional days and the majority decision of the Arbitration Board shall be final and binding upon both parties and upon all persons affected thereby.

Section 2. No Arbitration Board shall have the power to change any of the provisions of this Agreement.

Section 3. Except as provided in this Agreement, the arbitration and the arbitration hearings will be conducted in accordance with the then existing rules of the American Arbitration Association to the extent such rules are applicable. Each of the parties hereto shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator. The compensation and expenses of the Chairman or third arbitrator, if any, and the incidental arbitration expenses shall be borne equally by the parties. Hearings will be held in Jackson, Michigan, except that the parties may agree upon a different meeting place. However, the Company may designate the place of hearing within the State of Michigan by bearing:

- (a) The expense of such meeting place.
- (b) The expenses incurred by the Chairman, Alternate Chairman, or third arbitrator as the case may be, for meals, lodging and travel while attending the place of hearing so designated by the Company.
- (c) The amount by which the reasonable expenses for meals, lodging and travel of members of the Executive Board of the Michigan State Utility Workers

Council attending such a hearing exceed the expenses which would have been reasonably incurred by them for such purposes if the hearing had been held in Jackson, Michigan.

Section 4.

- (a) By agreement the parties may appoint up to two "Alternate Chairmen" of the Arbitration Board. An Alternate Chairman so appointed will serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Alternate Chairman. In the event a party terminates the services of an Alternate Chairman, Arbitration Boards upon which he has been designated to sit will render decisions in only those cases upon which hearings have begun prior to receipt of notification of termination of his services. However, termination of the services of the Chairman will not affect the power to decide a case of a Board of Arbitration for which an Alternate Chairman has been designated by the Chairman prior to notification to the Chairman of termination of his services.
- (b) The Chairman may, by notifying the parties in writing, designate one of the Alternate Chairmen to serve as Chairman of the Arbitration Board for any case submitted to him unless both parties object. The majority decision of such an Arbitration Board will have the same binding effect as the majority decision of an Arbitration Board chaired by the Chairman.

Section 5. The parties, by agreement, may choose to utilize some procedure other than that set forth in this Agreement for a specific case or cases. In such event any procedure agreed upon by the parties in writing for such case or cases will prevail.

ARTICLE V
Rights and Responsibilities of the Management

Section 1. It is agreed that the management of the Company, the supervision of all operations, the control of the property, and the composition, assignment, direction and determination of the size of the work force belong to and are vested in the Company, except as they may be otherwise specifically limited in this Agreement.

ARTICLE VI
Layoffs

Section 1. All regular employees will receive full-time employment, provided they report for duty on their assigned schedules, in accordance with the terms and conditions of this Agreement, and are in condition to perform their work. This Section is not to be interpreted as meaning, however, that the Company does not have the right to lay off or release employees at any time on account of lack of work, or for other valid reasons, with reasonable advance notice. It is, therefore, agreed that regular full-time employees may be laid off or released at any time, on not less than two weeks' or ten workdays' notice. The Company will notify the Local Union President as to the approximate date of contemplated layoffs. It is also agreed that employees shall give the Company at least one week's or five workdays' notice before quitting their jobs.

ARTICLE VII
Seniority

Section 1. Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to preference in layoffs, rehiring and promotions, as provided for in this Agreement. The seniority status of each present employee shall be that which has been established by the rules which have been in effect prior to the execution of this Agreement, and as shown on seniority lists posted from time to time on the Company's bulletin boards. It shall hereafter accrue and be applied in the manner provided for in this Article.

Section 2. The term "occupational group" as used herein, is defined as meaning all employees who are engaged in definitely similar occupations and who are regularly assigned to the same plant, substation or other local operating headquarters of the Company, as more specifically set forth in Exhibit A hereof.

Section 3. Seniority lists setting forth the seniority status, bargaining unit continuous service, and job classification of all employees in each occupational group covered by this Agreement shall be posted by the Company in places accessible to all affected employees reporting to each local operating headquarters. Such lists will be furnished to the Local Union President as soon as practicable after the date of posting. Said lists shall be posted within the months of January, April, July, and October and remain so posted and be brought up to date at intervals of three months each.

Section 4. All new employees will be considered probationary until they accumulate 180 days of continuous service and the Company shall have the exclusive right to transfer or discharge them at any time during this period of probationary service. Unless otherwise specifically limited in this Agreement, however, probationary employees shall receive all the benefits accruing to regular employees only upon accumulating 90 days of continuous service in their position. Upon completion of such probationary service, each new employee shall be added to the seniority list of the occupational group to which he is then assigned, as of his first day of employment. When two or more employees are hired or transferred on the same day and have equal seniority in the occupational group to which they are assigned, the seniority of each for purposes of promotion or release for lack of work shall be determined by the last four digits of the employee's Social Security number, with the highest number prevailing. Likewise, when two or more employees are hired on the same day and have the same bargaining unit continuous service date, the last four digits of the employee's Social Security number, with the highest number prevailing, shall be used for the purposes of releasing such employees for lack of work or determining other rights based upon bargaining unit continuous service. Persons employed from time to time for specific temporary jobs, (ie, other than those included in Exhibit "A"), and for less than six months on each occasion, will not acquire seniority rights, even though they may work a total of more than six months for the Company.

Section 5. As long as an employee is assigned to an occupational group, his seniority will accrue in that group.

- (a) If he is transferred to another occupational group within Energy Supply or within Energy Distribution, whichever is applicable, his seniority shall be governed by the following rules:
 - (1) He shall continue to accrue seniority in the occupational group from which he is transferred for a period of six months. If he is transferred as a result of the application of the provisions of Article VII, Section 9, he will be considered to have been transferred on the last date of the posting.
 - (2) At the end of the six-month period, he shall accrue seniority in his new occupational group effective as of the date of his transfer from his former occupational group. If, however, he had established seniority in his former occupational group at the time of his

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transfer, his seniority in his new occupational group shall accrue as of three months prior to the date of his transfer. This three months' preferential seniority can only be exercised in this occupational group.

- (3) He shall retain seniority in a former occupational group until his accrued seniority in his new occupational group, excluding the three months' preferential seniority described in Subsection 2, equals the seniority he had in his former occupational group, or he has been out of a former occupational group for a period of time equal to his seniority in that group, at which time all of his seniority in that former occupational group shall be cancelled.
 - (4) When a new occupational group is established, an employee with seniority in any occupational group who is transferred into the new group within the first six months of the new group's existence will be given seniority (in the new job title assigned) in the new occupational group equivalent to that which he had accrued in the group from which he is transferred.
 - (5) If two or more occupational groups are combined (or integrated) by the Company into one occupational group, each affected employee will be given seniority in the new occupational group equivalent to that which he had acquired in the occupational group to which he was assigned immediately preceding the combination (or integration), plus any seniority he had acquired in any other occupational group being combined (or integrated) into the new occupational group.
- (b) If he is transferred to another occupational group except as provided in Subsection (a), his seniority shall be governed by the following rules:
- (1) He shall continue to accrue seniority in the occupational group from which he is transferred for a period of three months. If he is transferred as a result of the application of the provisions of Article VII, Section 9, he will be considered to have been transferred on the last date of the posting.
 - (2) At the end of the three-month period, his seniority in his former occupational group(s) shall be cancelled and he shall accrue seniority in his new occupation-

al group effective as of the date of transfer from his former occupational group. If, however, he had established seniority in his former occupational group at the time of his transfer, his seniority in his new occupational group shall accrue as of three months prior to the date of his transfer. This three months' preferential seniority can only be exercised in this occupational group.

- (3) When a new occupational group is established, an employee with seniority in any occupational group who is transferred into the new group within the first six months of the new group's existence will be given seniority (in the new job title assigned) in the new occupational group equivalent to that which he had accrued in the group from which he is transferred.

Section 6. When an employee is temporarily transferred from the occupational group in which he is regularly employed to another location in the Company's property, his seniority will continue to accumulate in his regular occupational group while he is temporarily working elsewhere.

Section 7.

- (a) The Company will make promotions within each occupational group, as described in Article VII, Section 2, available on a seniority basis to its employees who possess the general qualifications applicable to all jobs as well as the special qualifications and experience established in the Job Manual for the job under consideration. If it should become necessary, in making a promotion to bypass an employee's seniority, the Company shall discuss the matter with authorized local union representatives in an attempt to arrive at an agreement thereon before such bypass is made. The seniority provisions of this Section shall not apply to the filling of temporary vacancies on a day-to-day basis for less than five days when it is impractical to do so. Once an employee has been bypassed (after the required discussion of the matter with authorized local union representatives), it will not be necessary during the ensuing year for the Company to discuss the matter with the local union before bypassing the employee for the same kind of promotional opportunity, unless an authorized local union representative has notified the Company in writing that the employee wishes again to be considered for the job.

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- (b) An employee may file an application for reassignment to a specific lower rated job in his present occupational group with the appropriate Human Resource Representatives. When a vacancy, excluding a temporary vacancy of less than 90 days, in such job is filled by the Company, the senior applicant will be reassigned to the lower rated job provided such reassignment will not adversely affect the ability of the Company to meet the needs of the service and such employee possesses the general qualifications applicable to all jobs as well as the special qualifications and experience established in the Job Manual for the job under consideration. If such employee is reassigned to a lower rated job, he shall be paid the Standard Rate for such lower rated job. The Company need not grant such employee any of the rights provided in this Section for a period of one year from the date of reassignment. Further, the honoring of such a request by the Company shall not constitute grounds for a grievance by an employee in a lower rated job in the occupational group.

- (c) An employee promoted in accordance with the provisions of subsection (a) of this section, may request to return to his former position at any time during the three month period starting with the date of his promotion. If the needs of the service permit, the employee shall be allowed to return to his former position as soon as practicable without any other prejudice or other loss of any rights or privileges. Any other employee affected by the return of such employee likewise may be required to return to his former position. The rate of pay for an employee who returns to his former position under this provision will be the rate received by him at the time of promotion, adjusted to current rates.

Section 8.

- (a) An employee may be promoted or transferred to a supervisory or other position not covered by this Agreement on a temporary or other than a temporary basis in increments of a week and he shall continue to accrue seniority in the occupational group from which he is promoted or transferred. If an employee is so promoted or transferred and works more than 120 daily work periods (excluding full days of sick leave or vacation) in any twelve month period, the seniority of the employee shall terminate. If, however, he returns to his former occupational group before his seniority is terminated, he shall be reinstated to his former job and the regular rules of seniority will prevail

for employees below him on the seniority list. During the time such employee is temporarily promoted or transferred he will not be eligible for any OM&C overtime.

- (b) Once each month, the appropriate Human Resource Representative will provide the Local Union President a list of members of the Bargaining Unit who have been temporarily promoted or transferred as provided in this Section listing the number of days each temporarily promoted or transferred employee has served in the previous 12 month period.

Section 9. The Company may transfer any employee from one occupational group to a newly created position or vacancy on its property - provided, however, that no employee shall be so transferred without his consent. The posting of notice of a newly created job or vacancy shall be governed by the following rules:

- (a) Except as provided in Subsection (d), when the Company fills a newly created job or vacancy, notice of such job or vacancy shall be posted on the same day on all bulletin boards or by other methods acceptable to the Company and the Union in the Energy Distribution territory and Energy Supply territories except:
 - (1) A newly created job or vacancy may be posted only in the headquarters in which it exists. In such event, if the newly created job or vacancy is not filled from within that headquarters, it will be posted as provided above.
 - (2) In the case of major additions to the operating force of any plant, only in other plants where employees are engaged in similar work.
- (b) For purposes of this Article employees of General Office departments and Gas T&S shall be considered as though they are in fact part of the Energy Distribution territory in which their headquarters are located. In addition, a Gas T&S headquarters residing within an Energy Distribution headquarters will be considered part of the Energy Distribution headquarters for purposes of this section.
- (c) A newly created job or vacancy will be filled according to the provisions of Subsection (f) from eligible applicants in the following sequence:

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- (1) Energy Distribution territory job postings: first, applicants from the headquarters in which the job exists; and second, all other applicants.
 - (2) Energy Supply job postings: first, applicants from the headquarters in which the job exists; and second, all other applicants.
- (d) A newly created job or vacancy need not be posted:
- (1) If it is a hiring-in job, ie, a job not requiring prior experience as indicated in the Job Manual, or
 - (2) If the provisions of this Section are waived by agreement between the Company and the affected local union through its President in order to expedite the placement of employees described in Article XV, Section 11, 12 or 13.
 - (3) If it is a temporary vacancy of less than 90 days in the job of Meter Reader.
 - (4) If it is a vacancy to be filled in accordance with Article VII, Section 17.
- (e) A copy of the notice that a vacancy exists shall be sent to the appropriate Local Union President at the time the job is posted.
- (f) Such notice shall remain posted for seven days, excluding the first day it is posted, before the job is filled and the Company will whenever possible fill such job from present employees, giving consideration to qualifications for the job and length of continuous service. For purposes of this Section:
- (1) Experience gained by an employee while filling a job temporarily pursuant to Article VII, Section 9(d)(3), or Article VII, Section 19, shall not be considered when filling that job under this Subsection.
 - (2) Continuous service shall be limited to that portion of continuous service the employee has accrued as a member of the Bargaining Unit.
- (g) The Company will not consider a request for transfer from an employee who has not submitted his request for transfer in writing to the Company on or before the seventh

day the job is posted, excluding the first day it is posted. If two or more openings are filled on the basis of the same posting, the employees selected will be deemed to have transferred, for seniority purposes, in descending order of continuous service in accordance with the provisions of Subsection (c) of this Section without regard to the actual date that they begin work in their new occupational group.

- (h) Only the following employees are eligible to apply for a posted job:
 - (1) An employee assigned to his present occupational group by virtue of exercising a right contained in Section 9(k), Section 17(c), (d), (e) or (f) of this Article, or
 - (2) An employee who has been assigned to his present occupational group for at least six months, excluding preferential seniority, or
 - (3) An employee who has returned to his former job from a temporary position and the same temporary position becomes a regular position.
- (i) If no employee eligible to apply for a posted job submits timely application for such job and it is not filled by the Company within 90 days after the last date of the applicable posting, the Company will repost the job before it hires a new employee to fill the job.
- (j) Employees may file an application for transfer to any specific job with the appropriate Human Resource Representative. Such application will be given consideration when a vacancy exists.
- (k) A released employee who has recall rights under Article VII, Subsection 17(k), may request consideration for employment in any posted job that was not available to him at the time he was released. If the job is not filled by a present employee, the released employee, if qualified, will be offered the job. If more than one equally qualified applicant with recall rights applies, first consideration between such applicants will be given to the applicant with the most continuous service in the sequence described in Subsection 9(c) of this Article. If a released employee receives a job through the exercise of this provision, he will be considered to have transferred pursuant to Section 5 of this Article and any rights which he may have had under Subsection 17(j) of this Article will be terminated.

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- (l) An employee who is selected for transfer to a posted job shall be transferred to such job within 30 calendar days of the employee's selection by the Company if the needs of the service will permit.

Section 10. In the event an employee chooses not to accept promotion or transfer, as above provided, it shall have no effect upon his future opportunities for promotion or transfer. Likewise, should an employee be promoted or transferred and he proves incapable of holding such position, or requests to return to his former position within three months following such promotion or transfer, he shall be allowed to return to his former position without any other prejudice or other loss of any rights or privileges, except that he will be ineligible to apply under Article VII, Section 9(h)(2) for another posted job for a period of six months commencing with the date of promotion or transfer. For purposes of computing the three or six month period, the date of such promotion or transfer shall be the first regular daily work period he is scheduled to work in his new occupational group. Any other employee affected by the return of such employee likewise may be required to return to his former position. The rate of pay for an employee who returns to his former position under this provision will be the rate received by him at the time of promotion or transfer, adjusted to current rates.

Section 11. Any employee who may be called upon to transact business for the Union, which business requires his temporary (not exceeding 30 days in each instance) absence from duty with the Company, shall upon twenty-four hours' notice and permission from the proper representative of the Company, be allowed to be absent from duty without pay, but without the loss of any seniority rights, for sufficient time to transact such business.

Section 12. An employee who may be elected or appointed to an office in the Union, which election or appointment requires his absence from duty with the Company for an extended period, shall be granted a leave of absence without pay. Likewise, an employee who may be elected or appointed to a political office which requires his absence from duty with the Company for an extended period shall be granted a leave of absence without pay unless in the sole judgment of the Company the responsibilities of the office to which he is elected or appointed include a possible conflict of interest with his employment with the Company. Should he be reelected or reappointed to the same political office, or be elected or appointed to a different political office for an ensuing term, his leave of absence and

his employment with the Company shall be terminated as of the date his new term begins. An employee who engages in political activity shall do so as a private citizen and not as a representative of the Company and no campaigning for political office shall be done on Company property or during his working hours. Upon termination of a leave of absence for Union business or political office described in this Section, if the employee is physically qualified and he decides to return to work, he shall be reinstated in his former job including all of his continuous service and seniority rights cumulative to the time of returning to the Company. In such event the regular rules of seniority will prevail for those men below him on the seniority list.

Section 13. (App. Ltr. 5) A temporary leave of absence is an excused absence from work without pay and for a period of not more than 30 days in any calendar year, except absences occasioned by illness or accident. A temporary leave may be granted by the employee's immediate supervisor, or department head, with or without a written confirmation, and provided he can be spared from duty. Such leave need not be reported or reflected in the employee's service record beyond the extent necessary to determine the amount of his paychecks. Such leave of absence may be extended, without the accumulation of seniority during such extended period, for a total absence of not more than six months, with the written approval of the Area Manager, Plant Superintendent, or General Office department head. While on such leave of absence an employee shall not be deemed to have forfeited his accumulated seniority rights, provided that, upon his return to work, he is physically qualified to perform his former duties. If such an employee remains away for more than six months, or if he accepts other employment during such leave of absence without the specific sanction of the Company, his employment with the Company shall be deemed to have terminated.

Section 14. Any employee with seniority who is injured while on duty shall continue to accumulate seniority during his absence on account thereof and shall be reinstated, upon recovery, to his former position with full seniority rights, provided he is then physically qualified to return to such position. This shall also apply to any employee who may become incapacitated by illness, or by accident while off duty, except that his seniority shall cease to accumulate when his continuous service is terminated in accordance with the provisions of Article VII, Section 16. It is understood that when such an employee returns to work the regular rules of seniority will prevail for those below him on the seniority list.

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Section 15. When the Company requires a doctor's report as to the physical condition of an employee, in accordance with the provisions of Sections 12, 13 and 14 of this Article, such examination shall be at the expense of the Company and by a doctor on the Company's approved list of doctors. If the employee is not satisfied with the doctor's determination, he may submit a report from a medical doctor of his own choosing and at his own expense. Should a conflict arise and the employee wishes to do so, the Company doctor and the employee's doctor shall promptly agree upon a third medical doctor to submit a report to the Company and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the Company and the employee.

Section 16. As used in this Agreement, the term "continuous service" means continuous service in the employ of the Company and shall consist of the entire period of an employee's employment or the aggregate of separate periods of employment, except as otherwise provided in this Section. The following rules will govern continuous service:

- (a) Any time lost from work in excess of 30 days on each occasion shall be deducted from an employee's continuous service, unless:
 - (1) He is absent from work because of sickness or personal injury (non-occupational) and he is receiving benefits in accordance with the provisions of Article XIII, Section 1 or 2, or
 - (2) He has completed his probationary period and he is unable to work as a result of an injury arising out of and in the course of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act and he is receiving supplemental pay benefits in accordance with the provisions of Article XIII, Section 3, or
 - (3) He is on an extended leave of absence in accordance with the provisions of Subsection (d), or
 - (4) He is on leave of absence in accordance with the provisions of Article VII, Section 12, or
 - (5) He is on leave of absence to perform military service, provided he is not a temporary employee, or

- (6) He is absent from work on vacation in accordance with the provisions of Article XII, Sections 7 and 9.
- (b) In addition to any other cause for the termination of an employee's continuous service, such service shall be terminated by his:
- (1) Resignation, or
 - (2) Discharge, or
 - (3) Retirement, or
 - (4) Failure to return to work within the time limits of a leave of absence, an extended leave of absence or for the restoration of seniority. (However, during the period that an employee is unable to work as a result of an injury arising out of and in the course of his employment with the Company and he is receiving weekly Workers' Disability Compensation payments from the Company because of that condition, his continuous service will not be terminated pursuant to the provisions of this Subsection 16(b)(4)), or
 - (5) Absence from work for any reason for more than 30 days on any one occasion and he is a probationary employee.
- (c) Termination of continuous service terminates all of an employee's rights, except rights, if any, under the Group Insurance Plans, Pension Plan, or the Employee Stock Ownership Plan. If an employee's continuous service is terminated and the employee is subsequently reemployed by the Company, the employee will be considered a new employee in all other respects.
- (d) An employee, except a probationary employee, who is unable to work as a result of a non-occupational sickness or personal injury shall be granted an extended leave of absence for a period not to exceed one year from and after the last day worked or day for which the employee received sick leave benefits in accordance with the provisions of Article XIII, Sections 1 and 2. Likewise, an employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Company, and covered by the Michigan Workers' Disability Compensation Act, shall be granted an extended leave of absence for a period not to exceed one year

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from and after the last day worked or day for which the employee received supplemental pay in accordance with the provisions of Article XIII, Section 3. However, an extended leave of absence beyond such time, but not to exceed two years from and after the last day worked or day for which the employee received sick leave benefits or supplemental pay, will be authorized by the Company.

Section 17. (App. Ltrs. 25, 46 and 50)

- (a) When the Company reduces or otherwise rearranges its forces, employees shall be released or reduced in rank as provided in this Section, provided that each employee so released or reduced can be replaced by a qualified employee if such replacement is necessary.
- (b) When the Company reduces employees in an occupational group in rank, they shall be reduced in rank in such manner that the employee with the least seniority in each affected classification within the occupational group shall be reduced first.
- (c) When the Company reduces the number of employees in an occupational group, the employees shall be released from the group in such manner that the employee with the least seniority in the occupational group shall be released first. For purposes of this Subsection, the Local Union President or a member of the Executive Board of the Michigan State Utility Workers Council shall be considered to have the most seniority in his occupational group. The procedure will be:
 - (1) An employee who is to be so released and who has retained seniority in a former occupational group in accordance with Section 5 of this Article must elect to:
 - (i) return to his former occupational group, or
 - (ii) participate in the remaining benefits of this Section 17(c).

If an employee fails to return to a former occupational group in which a job would have been available to him by so doing, his seniority in the former occupational group shall terminate.

- (2) The names of the employees who are to be released

from an occupational group will be placed in a placement group together with the names of all other employees who are to be released from their occupational groups within the local operating headquarters at the same time or who are to be released because of the exercise of rights provided in Subsection (c)(1)(i) of this Section by another employee.

- (3) A job list for the local operating headquarters will be prepared by listing every job vacancy and every job held by a probationary employee in the headquarters. In addition, the jobs of those employees in the local operating headquarters with less continuous service than the employee in the placement group with the most continuous service, will be added to the job list. Employees, other than probationary employees, whose jobs are listed on the job list and who are not already in the placement group will be added to the placement group.
- (4) Prior to the time for release employees whose names appear in the placement group, in order of continuous service with the employee with the most continuous service choosing first, will be given an opportunity to choose a job from the job list effective at the time for release if such job is not being eliminated by the layoff, and subject to the conditions contained in Section 17(g) of this Article. If an employee's regular job remains on the job list at the time of his choice he will be retained in that job and will have no other choice or rights under this Section. An employee in the placement group may elect to be released without Separation Allowance rather than exercise his rights under this Subsection (c)(4). The Company will furnish each available employee in the placement group a preliminary copy of the job list in advance of the time he will be required by the Company to make a choice from the job list. The Company may furnish a copy of the job list and require an affected employee to rank his choices of such jobs, in order to facilitate operation of this provision.
- (5) If the Local Union President or a member of the Executive Board of the Michigan State Utility Workers Council is in the placement group, he will be deemed to have a continuous service date that is one day preceding the continuous service date of any other employee whose name appears in the placement

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group for the purposes of Subsection (c)(4) only. If both a member of the Executive Board of the Michigan State Utility Workers Council and the Local Union President appear in the same placement group, the member of the Executive Board will be deemed to have more continuous service than the Local Union President.

- (d) An employee whose name appeared in a placement group pursuant to Subsection (c) of this Section, and who is unable to be placed pursuant to that provision so that he is to be released, may, at the time for release only, subject to the conditions contained in Subsection (g) of this Section, elect to fill a vacancy or replace a probationary employee within Energy Distribution or within Energy Supply, whichever is applicable, provided that no employee within the local operating headquarters of the probationary employee or vacancy has elected to fill such job pursuant to the provisions of this Section. In the event that more than one employee is eligible to fill such job or jobs, the employee with the most continuous service shall have first choice. The Company will furnish each available employee in the placement group a preliminary copy of the job list in advance of the time he will be required by the Company to make a choice from the job list. The Company may furnish a list of such jobs and require affected employees to rank their choices of such jobs in order to facilitate operation of this provision. Except as provided in Subsection (e) of this Section, if an employee chooses not to accept a job available to him by exercise of his rights hereunder he will be considered to have been released for lack of work as provided in Article XVII and eligible for Separation Allowance, unless he could have accepted a job without being required to move to another location pursuant to Article X, Section 11.
- (e) An employee who is in a placement group pursuant to Subsection (c) of this Section, and whose regular job was not on the job list at the time of his choice under (c)(4) above, may apply to be considered to fill a vacancy or replace a probationary employee anywhere in the Company rather than be released. Such employee, if selected by the Company, shall have no other rights under this article or be entitled to separation allowance. An employee who fills a vacancy or replaces a probationary employee will not be eligible for Separation Allowance.

- (f) If a local operating headquarters is closed, an employee regularly assigned to that headquarters may exercise rights as set forth in this Subsection (f):
- (1) If he has retained seniority in a former occupational group in which a job is available to him, he may elect to return to his former occupational group or to participate in the remaining benefits of this Subsection (f). If he elects not to return to a former occupational group, and a job would have been available to him by so doing, his seniority in the former occupational group shall terminate.
 - (2) The names of the employees who are to be released from the headquarters will be placed in a special placement group.
 - (3) A special job list for such Energy Distribution or Energy Supply employees, whichever is applicable, will be prepared by listing
 - (i) every job vacancy excluding vacancies pursuant to Subsection (f)(3)(ii), and every job held by a probationary employee in Energy Distribution or in Energy Supply, whichever is applicable, or in any other local operating headquarters within 60 miles of the local operating headquarters being closed, and
 - (ii) every job vacancy that is created by the transfer of jobs from the headquarters being closed to any other local operating headquarters.

If the number of jobs on the special job list is smaller than the number of employees whose names appear in the special placement group, jobs filled by those employees with the least continuous service in Energy Distribution or in Energy Supply, whichever is applicable, will be added to the list until the number of jobs on the job list is equal to the number of employees in the special placement group. The names of employees, other than probationary employees, whose jobs are listed on the special job list will not be added to the special placement group but will, if their jobs are filled by employees from the special placement group, be placed in a placement group within their local operating headquarters pursuant to Subsection 17(c) of this Section.

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- (4) Prior to the time for release, employees whose names appear in the special placement group, in order of continuous service, with the employee with the most continuous service choosing first, will be given an opportunity to choose a job from the special job list effective at the time for release and subject to the conditions contained in Section 17(g) of this Article. The Company will furnish each available employee in the special placement group a preliminary copy of the special job list in advance of the time he will be required by the Company to make a choice from the special job list. The Company may furnish a copy of the job list and require an affected employee to rank his choices of such jobs, in order to facilitate operation of this provision. If an employee's regular job title is listed, he must select that job and he will have no other choice or rights under the Article. No grievance shall be filed pursuant to Article VII, Sections 7 or 9 or any other provision of the Agreement because vacancies are filled accordingly. Except as provided in Subsection (f)(5) of this Section, if an employee chooses not to accept a job available to him by exercise of his rights under this Subsection (f) he will be considered to have been released for lack of work as provided in Article XVII and eligible for Separation Allowance, unless he could have accepted a job without being required to move to another location pursuant to Article X, Section 11.
 - (5) An employee, who is in a special placement group pursuant to this Subsection (f), and whose regular job was not on the job list at the time of his choice under Subsection (f)(4) above, may apply to be considered to fill a vacancy or replace a probationary employee anywhere in the Company. Such employee if selected by the Company shall have no other rights under this article or be entitled to separation allowance. An employee who fills a vacancy or replaces a probationary employee pursuant to this Subsection (f)(5) will not be eligible for Separation Allowance.
- (g) The exercise of rights enumerated in Subsections (c), (d), (e) and (f) of this Article are subject to the following limitations:
- (1) An employee must be qualified to perform the job he is to fill after a brief period of job orientation, ex-

cept that an employee who elects to fill a job in Labor Grade 5 or below, or as a Meter Reader, if otherwise qualified, must be qualified to perform the job after receiving the same training a newly hired employee would receive if he filled the job.

- (2) A replacing employee must have more continuous service than the employee he is replacing or whose job he elects to fill. For the purposes of this Section 17 only, continuous service shall be limited to that portion of continuous service that the employee has accrued as a member of the Bargaining Unit. In case of a conflict of rights under Subsection (c), (d), (e) or (f) of this Section, between two employees in a placement group or special placement group, unless the conflict is otherwise specifically resolved by the language of this Section, the rights of the employee with the greater continuous service shall prevail.
- (3) A job filled by an employee covered by Article XV, Section 13, will not be placed on a job list and such an employee may not be replaced pursuant to this Section.
- (4) An employee who moves from one occupational group to another shall be considered to have transferred as provided in Article VII, Section 5, for the purposes of seniority, except an employee who fills a vacancy or replaces a probationary employee in a corresponding occupation shall have seniority in his new occupational group equal to the seniority he had in the group to which he was assigned at the time he was released or his headquarters was closed.
- (5) An employee who exercises his rights to fill a vacancy or replace another employee under Subsection (c), (d), (e) or (f) of this Section, shall be treated as having been promoted or as a regularly assigned employee under the provisions of Article XV, Section 2, 3 or 10, respectively, for the purpose of determining his wage rate.
- (6) An employee shall be entitled to moving expenses and board and lodging as provided in Article X, Section 11, only if he is required to move as a result of the exercise of his rights under Subsection (e) or (f) of this Section.

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- (7) Except as specifically provided therein, an employee who exercises or refuses to exercise his rights under Subsection (c), (d), (e) or (f) of this Section, shall not be considered as released on account of lack of work as provided in Article XVII. Nevertheless, the Company may offer the applicable benefits of Article XVII to such employee and if the employee accepts, his continuous service shall be terminated, subject to the provisions of Subsection 16(c) of this Article. Article VII, Section 17, shall not be construed to limit the Company's right under Article VI to lay off or release employees at any time on account of lack of work, or for other valid reasons, with reasonable advance notice.
- (h) For purposes of Subsections (c), (d), (e) and (f) of this Section, employees of General Office departments and Gas T&S shall be considered as though they are in fact part of the Energy Distribution territory in which their headquarters are located. In the case of Gas T & S headquarters that are located in Energy Distribution headquarters, those employees shall be considered as part of the Energy Distribution headquarters in which they are located, except for purposes of Section 17(f) of this Article, in which case they shall be considered a separate headquarters.
- (i) If two or more occupational groups are combined (or integrated) by the Company into one occupational group, an employee who was released because of a reduction or rearrangement of forces from one of the affected occupational groups within the six-month period immediately prior to such combination, shall have the right to exercise the seniority he had in the occupational group to which he was assigned at the time of his release, plus any seniority he had acquired in any other occupational group being combined in the combined occupational group, provided that he does so within one month after the date of such combination.
- (j) An employee who is filling a job to which he has been transferred through the exercise of a right set forth in Subsection (c), (d) or (e) of this Section, will be given one opportunity to return to any occupational group from which he was so transferred if a vacancy (or temporary vacancy if he is then assigned to the same local operating headquarters in which the vacancy exists) in that group is to be filled and he would be entitled to be reemployed in that

group in accordance with Subsection 17(k) of this Article if he had been released. If the employee fails to return to an occupational group when an opportunity is provided by this Subsection, his seniority in that former occupational group shall terminate.

- (k) If the Company increases the work force of an occupational group, other than with temporary jobs (subject to Subsection (j) of this Section), the released employee most recently released or transferred from the occupational group pursuant to this Section 17, shall be recalled first, provided he is available and qualified to perform the work and he is recalled within the time limits set forth in Section 18 of this Article.

Notice of the Company's desire to recall an employee shall be delivered to the employee or be sent to the employee's last known address (with a copy to the Local Union President). The employee must, within 10 days of notification (if notification is by mail, the date of mailing shall be considered the date of notification), notify the Company whether he intends to report for work at the time his services are needed. If the employee fails to notify the Company or fails to report for work as above provided or is not recalled within the time limits of Section 18 of this Article, his continuous service shall be terminated.

- (l) For the duration of this Agreement, the President of the Michigan State Utility Workers Council and the Director of Labor Relations may, on a case by case basis, amend Article VII, Section 17, and, if necessary, other Articles and Sections of the Agreement in order to achieve more equitable treatment of employees affected by a Company reorganization than would otherwise be achieved by strict application of the provisions of Article VII, Section 17.

Section 18. When an employee is released by the Company for lack of work or other reason beyond his control, and is later reemployed, his seniority shall be restored to its status as of the date he left the service of the Company under the following conditions:

- (a) An employee who has completed more than five years of continuous service with the Company will have his seniority restored if he is reemployed within five years.
- (b) An employee who has completed at least one but less than five years of continuous service with the Company

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will have his seniority restored if he is reemployed within the time equivalent to his continuous service.

- (c) An employee who has completed less than one year of continuous service with the Company will have his seniority restored if he is reemployed within one year.

Section 19. Individuals who have been released and who have recall rights under Subsection 17(k) of this Article, are eligible for employment in such temporary vacancies as the Company may determine exist in jobs listed in Exhibit "A". Their employment in such temporary vacancies will be subject to the following conditions:

- (a) Preference among qualified applicants for a temporary job will be given:
 - (1) First, to released employees who have been released from the occupational group in which the temporary job exists, with preference among such released employees to be given in the order of release with the most recently released to have first preference.
 - (2) Second, to other released employees who have been released from the headquarters at which the temporary job exists, in order of continuous service.
- (b) The Company will attempt to notify released employees who have preference under Subsection (a) above of their eligibility for consideration for such temporary job by telephone. The Company will provide the local union with the name of any eligible former employee who could not be reached by telephone.
- (c) An applicant will not be considered for such temporary job unless he gives written notification of his desire to apply for such temporary job to his Human Resource Representatives or someone designated by him for the headquarters at which such job is to be filled. An applicant who received the telephone notification provided for in Subsection (b) above must provide such written notification within two days of the date he was notified by the Company. Other applicants must provide such written notification within two days of the date the Company provided the local union with the name or names of former employees who could not be reached by telephone. Each applicant shall rank jobs by job title in the sequence

in which he wishes to be considered if more than one job is to be filled.

- (d) An applicant who has received the telephone notification provided for in Subsection (b) above must be available to commence work within five days of the date he received the telephone notification. Other applicants must be available to commence work within five days of the date the Company provided the local union with the name or names of former employees who could not be reached by telephone.
- (e) An applicant will not be employed or retained in a temporary job unless he passes an appropriate Company physical examination. In the event the complete results of such physical examination are not available until after the applicant has commenced work and it is later ascertained that the employee has not passed the physical examination, the employee will be released without further recourse to Article VII, Section 17, or any other provision of this Agreement, but without loss of his recall rights under Article VII, Subsection 17(k).
- (f) Employment in a temporary job will not be construed to be a recall under the provisions of Article VII, Subsection 17(k), and an applicant who is employed will not be precluded from being recalled pursuant to Article VII, Subsection 17(k), during the time he is employed in the temporary job. Upon termination of the temporary job the applicant will revert to his status immediately preceding his selection for a temporary job, and will have such rights, if any, under Article VII, Subsection 17(k), as he would have had if he had not been selected for the temporary job. Employment in the temporary job will not alter the period of time during which he is eligible to be recalled.
- (g) An applicant employed to fill a temporary job will be released at the end of the temporary work without further recourse to Article VII, Section 17, or any other provision of this Agreement.
- (h) An applicant will not be eligible for any Separation Allowance upon the termination of the temporary job.
- (i) An applicant who is employed will be paid the Starting Rate of the temporary job, except that he may be paid

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a higher rate in accordance with the provisions of Article XV, Section 8.

- (j) An applicant who is employed will accrue seniority in the occupational group from which he was released and continuous service, during the period of temporary work, but the accrual of continuous service and seniority will not be effective for any purpose until and unless the applicant is recalled pursuant to the provisions of Article VII, Subsection 17(k), or otherwise reemployed in other than a temporary job within the time limits set forth in Section 18 of this Article.
- (k) An applicant who is employed will be eligible for Group Health Care and Group Life Insurance in accordance with existing practices.
- (l) An applicant who is employed will not be eligible to apply for a job under Article VII, Section 9, except pursuant to Subsection (k) of that Section.
- (m) An applicant who is employed will be eligible for benefits pursuant to the provisions of Article XI, Section 12, during the period of temporary work.
- (n) An applicant who is employed will not be eligible for any paid absence day under Article XI, Section 13, during the period of temporary work.
- (o) An applicant who is employed will be eligible for benefits under the provisions of Article XIII, except that payment of such benefits will terminate no later than the time the temporary job would have terminated.
- (p) An applicant who is employed will be eligible for benefits under Article XII, only as provided herein:
 - (1) He shall be eligible for an allowance in lieu of vacation equal to 1/12 of the vacation (for each full month he is temporarily employed), to the nearest full day, for which he would have been eligible under Article XII, if, at the time of his selection for a temporary job, he had been recalled to other than a temporary job.
 - (2) The rate of pay used to calculate this allowance will be the applicant's regular straight-time rate in his temporary job.

- (3) This allowance will be paid upon termination of the applicant's temporary job.
- (4) Any portion of the vacation for which an employee is paid an allowance under this Agreement will be deducted from any vacation benefits to which he may be entitled under Article XII, if the employee is reemployed during the same calendar year.
- (q) An applicant who is employed will meet his financial obligations to the Union during the period of temporary work as set forth in Article II. The Company will deduct from the wages of those employees who authorize it to do so in writing in the form agreed to by the Company and the Union, reasonable weekly dues, uniformly applied, as Union dues for the duration of the authorization.
- (r) An applicant who is employed will not be entitled to employment in other than a temporary job unless he is reemployed pursuant to Article VII, Subsection 17(k), or accepted for transfer pursuant to Subsection 9(j) of this Article.
- (s) When the Company plans to fill a temporary job at a headquarters at which one or more released employee(s) has rights pursuant to Subsection 17(k) of this Article, it will notify the Local Union President as to the job, its location and its expected duration.

Section 20. Any time lost from work in excess of 30 days on each occasion because of a disciplinary layoff shall be deducted from an employee's seniority.

Section 21. In administering personal leave of absence and sick leave policies with respect to pregnant employees, the Company intends to comply with the law. The Company's current policies have been submitted to the Union by letter dated June 1, 1992. It is recognized, however, that during the term of this Agreement, the Company may change these policies if it deems it necessary or desirable to do so in order to bring such policies into conformity or compliance with law or regulations.

ARTICLE VIII

Notification to Union

Section 1. The Human Resource Representative will advise the appropriate Local Union Secretary:

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- (a) Within 15 days, of the name and address, job title, date employed, department and reporting headquarters of each employee added to the payroll (including temporary employees),
- (b) The name and address, job title, date released, department and reporting headquarters of each employee leaving the Company, and
- (c) Once each month those address changes provided to the Human Resource Representative by employees during the preceding calendar month.

Further, the Local Union President will be notified in all cases of employees who, for reasons stated, do not qualify, in the opinion of the supervisor, for merit increases, as provided for employees who make normal progress as specified in Article XV, Section 5.

ARTICLE IX Use of Bulletin Boards

Section 1. The local union is granted permission to post notices concerning Operating, Maintenance and Construction employees on the regular bulletin boards of the Company and in the space provided, without prior approval, provided that such notices are confined to:

- (a) Regular notices of meetings as to time, place and agenda.
- (b) Notices of elections of officers and the results of elections.
- (c) Notices of appointments to office.

Notices may be posted over the signature of an officer of the local union concerning other than those items specifically described herein, but only after receiving written approval from the person in charge of the plant or building in which such use of the bulletin boards is desired. The Union agrees that notices posted on the bulletin board shall contain no political, controversial or any material reflecting upon the integrity of the Company or any of its employees and the Company may refuse at any time to permit the posting or may remove any notice that violates the provisions of this Agreement. A notice may be posted, if meeting the requirements of this Section, for a

period not to exceed ten days prior to its effective date or not to exceed the ten days from date of posting. Written permission shall be in the form of a memorandum or by initials on a duplicate copy of the notice.

ARTICLE X

General Working Conditions

Section 1. The Company will not require electric line crews, electric underground crews and regional maintenance crews to work on overhead lines and equipment or tree trimming crews to trim trees during extremely inclement weather unless such work is required to protect life or property, or to maintain service to the public. Under these circumstances the Company may assign the affected employees to work in keeping with the type of work ordinarily performed, taking into account the adversity of the weather, or may have them stand by at headquarters for emergency work.

Section 2. When in the judgment of the Company adverse weather conditions temporarily prevent gas lines crews from working out of doors, or employees whose work requires them to cut and thread pipe out of doors, the Company will provide indoor work for all such regular employees.

Section 3. The provisions of Sections 1 and 2 of this Article are for the promotion of safety. In the event of disagreement between supervision and Union representatives as to whether prevailing weather conditions constitute a hazard to the safety of employees, the Manager or his equivalent shall determine whether or not outdoor work will be performed.

Section 4.

- (a) Any employee who works 16 or more hours within a 24-hour period will, whenever possible, be released for a nine-hour period before he is required to report to work for his next regular daily work period. If, however, the Company is unable to release such employee, he shall receive two times his straight-time rate of pay for all hours worked in excess of 16 hours until he is released from work for nine hours. If the employee is released and such nine-hour period extends into his regular daily work period, he shall suffer no loss of his straight-time pay for any portion of his regular daily work period which is within such nine-hour period. If, in the judgment of the Compa-

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ny, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of such nine-hour period, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.

- (b) Without limiting the provisions of Section 4(a), any employee who works more than four hours during the eight-hour period immediately preceding his regular daily work period, will, whenever possible, be excused from work during such regular daily work period without loss of his straight-time pay for a period of time equal to the time worked during such eight-hour period. If such employee cannot be excused from work, he shall be paid two times his straight-time rate of pay for all hours worked during the period he would otherwise be excused, and at the expiration of such period he shall be paid his straight-time rate of pay for all hours worked during the remainder of his regular daily work period. If, in the judgment of the Company, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of the period of excused absence provided in this Subsection, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.
- (c) If one hour or less of an employee's regular daily work period remains after the 9-hour rest period described in Section 4(a) or after the period of excused absence described in Section 4(b) the employee will be considered to be excused for that time unless he is contacted by the Company and instructed to return to work.
- (d) No employee will be required to take time off without pay during his regular daily work period for overtime worked or to be worked.

Section 5.

- (a) When an employee reports at the Company's request for work for which arrangements have been made in advance as distinguished from a call-out and which is outside and not continuous with his regular work period, he shall be paid a minimum of two hours' pay at the applicable overtime rate for each such work assignment. Such minimum time shall include travel time to and from the employee's home to his reporting headquarters or to the work assignment if asked to report on the job. Should the time

worked, including travel time, extend beyond two hours, he shall be paid for all the time involved (including travel time) at the applicable overtime rate, except that when the time worked plus travel time equals or exceeds eight hours, the employee will receive either (a) eight hours of pay or (b) pay for the hours actually worked, whichever is greater, but in the event the time worked is 8 hours or more and the employee was not instructed prior to his beginning work that the assignment would be 8 hours or more he will be paid for his travel time coming in to work. If he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account. The minimum time and travel allowances provided for herein do not apply if the overtime work extends into the employee's regular work period, nor to overtime work continuing without interruption after such regular work period. In such cases the usual overtime provisions (Article XI, Section 14) will prevail. If an employee accepts an assignment for overtime work which is later cancelled, he shall be paid a minimum of two hours' pay as provided in this Section, unless given notice of the cancellation eight hours previous to the starting time of the assignment.

- (b) When an employee reports at the Company's request for work for which he had not been notified in advance and which is outside and not continuous with his regular work period, he shall be paid a minimum of two hours' pay at the applicable overtime rate for each such work assignment. Such minimum time shall include travel time to and from the employee's home to his reporting headquarters or to the work assignment if asked to report on the job. Should the time worked, including travel time, extend beyond two hours, he shall be paid for all the time involved (including travel time) at the applicable overtime rate, except that when the time worked plus travel time equals or exceeds eight hours, the employee will receive either (a) eight hours of pay or (b) pay for the hours actually worked, whichever is greater, but in the event the time worked is 8 hours or more and the employee was not instructed prior to his beginning work that the assignment would be 8 hours or more he will be paid for his travel time coming in to work. If he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account. The minimum time and travel allowances provided for herein do not apply if the overtime work extends into the employee's regular work period, nor to overtime work continuing without in-

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interruption after such regular work period. In such cases the usual overtime provisions (Article XI, Section 14) will prevail. If an employee accepts an assignment for overtime work which is later cancelled, he shall be paid a minimum of two hours' pay as provided in this Section unless given notification of the cancellation before he leaves his premises.

Section 6. When an employee (other than a Local Service Worker) is required to hold himself available for calls outside his regularly scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the Company as to where he may be reached, he shall be paid two hour's pay per day at his straight-time rate during his workweek and three hour's pay per day at his straight-time rate on his first and second off-duty days, on a holiday, or "his holiday" (if applicable) for being available. The Company will determine the classification from which it desires to have an employee make himself available for such calls. An employee of such classification shall be required to hold himself available for periods of up to a week, for such calls based on his position on the then posted overtime list, unless some other procedure is agreed upon between the local union and the Company. Such employee may not be required to hold himself available for more than one week in any four week period. In case he is called out he shall be paid, in addition to the on-call allowance provided for in this Section, a minimum of two hours' pay at the applicable overtime rate for each such call. If, however, he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account. The on-call employee may be assigned such calls without regard to his position on the then posted overtime list. If he is called out, he will be charged for distribution of overtime purposes the number of hours paid converted to straight-time hours. In addition, an employee who is eligible and available and subsequently declines an on-call assignment, he shall be charged for the distribution of overtime purposes the number of hours paid converted to straight-time hours. The above on-call pay provisions of this section shall not apply to employees working pursuant to the terms and conditions of the Weekend On-Call Shift Schedule, Appendix Letter 10.

Section 7. (App. Ltr. 6)

- (a) Except as provided in subsection (b) below, the regular daily work period for employees who are required to report to service buildings, storerooms and other such regularly established headquarters, and who are transported

by the Company from such headquarters to outside job sites, shall include travel time from the headquarters to the job site and return. Unless otherwise permitted or required by the Company, each employee shall report and return to headquarters each day.

- (b) An Energy Distribution employee may be required to report directly to outside job sites utilizing personal transportation and in such cases no mileage will be paid and the regular daily work period will not include travel time to and from the job site. The regular daily work period for such employees may consist of eight or ten consecutive hours, excluding the time taken out for meals. If such employees are assigned a regular daily work period of ten consecutive hours, the workweek shall consist of four consecutive daily scheduled work periods in seven consecutive days commencing at midnight Sunday with Monday or Tuesday as the first daily scheduled work period; such employees may be reassigned to five eight-hour day schedules at the end of any workweek. An employee required to report directly to the job site will be paid mileage daily, excluding the first 20 miles to and from his headquarters, if the distance from the employee's headquarters to the job site is between 20 and 60 miles. If such distance exceeds 60 miles and the Company determines that it is necessary for the employee to remain away from home overnight, the employee will be given the options provided for in Appendix 7. The employee will be compensated for travel time to and from his headquarters once each weekend and mileage, excluding the first 20 miles to and from his headquarters will be paid on each of these two days. However, if such distance exceeds 60 miles and the Company determines that it is not necessary for the employee to remain away from home overnight, the employee will be compensated for travel time to and from his headquarters and mileage, excluding the first 20 miles to and from his headquarters, will be paid.
- (c) The Company will assign job site reporting by seniority and will seek volunteers from the headquarters selected by the Company for such assignments; if a sufficient number of employees possessing the requisite skills and qualifications do not volunteer for such assignments and the assignments involve a regular daily work period of ten consecutive hours, the qualified available employees with the least seniority will be so assigned.

The provisions of this Section will apply whenever an

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employee is required to report directly to an outside job site(s), notwithstanding anything to the contrary in any other provision or Appendix Letter of this Agreement.

The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Director of Labor Relations may change the provisions of this Section at any time by written mutual agreement.

Section 8. The headquarters of an employee engaged in electric or gas plant and substation construction, in major gas transmission or distribution main projects, or in other work of a similar nature, shall be the particular job on which he is working, and the regular daily work period shall include no traveling time. When the headquarters of the employee is changed at the Company's request, the Company will, upon approval of his immediate supervisor, pay his necessary traveling expenses to the new location and his board and lodging at such new location. Travel time (but no additional expense, except that a meal allowance will be provided when the one way travel time is two hours or more on overtime) to and from his home will be allowed each employee once each weekend, if he can be spared from work.

If a holiday as described in Article XI, Section 12, occurs during such an employee's regular workweek and the employee is assigned to work at the new location both before and after the holiday during that workweek, the holiday will be considered a weekend for purposes of this Section. In addition, if the Company does not furnish such employee transportation to and from his home on each weekend, the employee shall be paid mileage to and from his home, if he travels in a vehicle furnished by himself. In the event such employee wishes to return to his home instead of remaining away overnight and the Company approves, the Company will allow him 65.00 per day in lieu of board and lodging. The Company may, at its discretion, establish permanent headquarters for certain employees described herein and in such event, the affected employees will be governed by the provisions of Section 11 of this Article.

Section 9. (App. Ltrs. 6 and 7) When an employee (other than those referred to in Section 8) regularly stationed at one location is temporarily assigned to duties at another location, which assignment makes it necessary for him to remain away from home overnight, or to purchase meals, lodging, transportation, etc, such necessary expenses will be paid by the Company, upon the approval of his immediate supervisor. The Company

will provide an expense advance to pay such expenses. Each employee so affected shall also, when possible, be notified of such assignment before being released from work on the previous day. Each employee so assigned temporarily to another location will be allowed travel time to and from his headquarters once each weekend, if he can be spared from work. If a holiday as described in Article XI, Section 12 occurs during such an employee's regular workweek and the employee is assigned to work at the temporary location both before and after the holiday during that workweek, the holiday will be considered a weekend for purposes of this Section. In addition, if the Company does not furnish the employee transportation to and from his headquarters on each weekend, the employee shall be paid mileage to and from his headquarters, if he travels in a vehicle furnished by himself. In the event any of the employees referred to in this Section may wish to return to their homes at their own expense instead of remaining away overnight, and the Company approves, the Company will allow them \$65.00 per day in lieu of board and lodging.

If such assignment is made in accordance with the provisions of Article XV, Section 15 of this Agreement and it is known by the Company at the time of the assignment that it is to be of five or more consecutive regular daily work periods, qualified volunteers will be assigned such duties. In the event insufficient volunteers are obtained, the qualified available employees with the least seniority will be so assigned.

Section 10. (App. Ltrs. 26 and 31)

- (a) The employees referred to in this Agreement may be required to carry their lunch, including such additional days as may be scheduled beyond their normal workweek. When this requirement is imposed, the immediate supervisor will provide a suitable place in which to store and eat their lunch during rainy or excessively cold weather. During such rainy or excessively cold weather, employees may at their option leave the jobsite and use Company-owned transportation equipment normally furnished in connection with the work to travel on their own time to and from the nearest suitable shelter in which to eat their lunch, provided that such lunch period doesn't exceed one hour. When employees are required to carry their lunch the Company will provide eight hours' work or pay at the applicable rate in lieu of any portion of the time for which work is not provided.

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- (b) An employee shall not be required to carry his/her lunch when less than a regular day's work is scheduled. In such event if the work continues until the regular lunch period the employees will accrue a meal allowance of \$20.00.
- (c) If an employee is required to work one hour or more immediately preceding his/her regular starting time (on an off-duty day the regular starting time shall be the starting time in effect during the week) and he is not notified of the assignment sixteen hours in advance or before the end of the previous working day, he shall accrue a meal allowance of \$20.00. In such event the employee shall not be required to carry his lunch and if the work continues until his regular lunch period, he will accrue an additional meal allowance of \$20.00.
- (d) If an employee is required to continue working for three hours after his regular quitting time, he shall accrue a meal allowance of \$20.00.
- (e) If an employee reports for work within two hours after having been released for the day and he has not had his regular meal, he shall accrue a meal allowance of \$20.00. (For the purpose of accrual of additional meal allowances, if any, under Subsection (f), the five-hour interval to which reference is made in Subsection (f) shall commence three hours after he was released for the day).
- (f) Except as otherwise provided herein, (1) an employee will accrue additional meal allowances of \$20.00 after the first meal allowance accrual at intervals of five hours; and (2) if an employee is called out to work after being released for the day or called out on an off-duty day, he shall accrue meal allowances of \$20.00 at intervals of five hours each, until he is released from duty.
- (g) If an employee who does not normally work away from his headquarters is required to work out of town and he has not been notified of such assignment sixteen hours in advance or before the end of the previous working day, he shall accrue a meal allowance of \$20.00.
- (h) (App. Ltr. 31) If a meal allowance accrues under the conditions expressed in Subsections (b), (c), (d), (e) and (f) herein, and the employee requests to be released to obtain a meal, the immediate supervisor will arrange for reasonable time away from the job, without pay, for the purpose

of obtaining and eating such meals, when in the opinion of such supervisor, it will not interfere with the work. However, if an employee covered by Article XI, Section 3, who is eligible for a meal allowance is not permitted to leave his job to obtain and eat a meal, he shall receive \$9.00 and one hour's pay at the applicable rate in lieu of such meal allowance.

Section 11. When the permanent headquarters of any employee is changed, the Company shall pay the necessary moving expenses of the employee and his family if any (a) when the Company requests him to take a job which requires his moving to another location, or (b) when he exercises his rights under Article VII, Section 17. In the event it is impossible to give such an employee sufficient notice of a proposed transfer at Company request to permit him to arrange in advance for a place to live in the locality to which he is transferred, he shall be given such board and lodging allowance as may be agreed to by the affected employee and the Company. Moving expenses will not be paid when an employee accepts a job which he applies for, such as a job which has been posted or when he has requested and accepts a transfer, or when he returns to his former position in accordance with Article VII, Section 10.

Section 12. Where the Company requires an employee to have a telephone installed in his residence, it shall give such notice in writing and shall reimburse such employee for the installation cost thereof, for the regular monthly bill for the class of service specified by the Company, and for such additional toll charges as may be authorized by the Company. Telephones listed in the name of the Company which are installed in an employee's residence will likewise be paid for by the Company.

Section 13. (App. Ltr 7, Attachment 1) If, at the Company's request, an employee agrees to use his automobile on Company business, he will be paid for the use of his automobile at the rate of 24 cents per mile for the first 15,000 miles and 11 cents per mile for all subsequent miles in the calendar year except that any of the first 15,000 miles driven prior to June 1, 1989 will be reimbursed at 20 cents per mile. If future circumstances warrant, the President of the Michigan State Utility Workers Council and the Director of Labor Relations may change either rate to a different rate, if they mutually agree to do so. If an employee with seniority no longer wishes to drive his automobile on Company business, he must give the Company not less than 30 days' written notice. Moreover, an employee who gives the Company notice that he no longer wishes to drive his automobile on Company busi-

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ness will continue to drive his own automobile until the Company is able to obtain a vehicle for such employee's use.

Section 14.

Reserved.

Section 15.

Reserved.

Section 16. Should it become necessary for a department supervisor to absent himself and in his judgment it is desirable to delegate limited supervisory responsibilities to an employee covered by this Agreement, the person so specifically delegated by written memorandum shall receive one hour's extra pay at his regular straight-time rate for each day he acts in such capacity. Effective July 1, 1996, the provisions of this section shall no longer be applicable, except in the case of such delegation of limited supervisory responsibilities effective before July 1, 1996.

Section 17. When a Line Worker or Electrical Repair Worker is required to work on energized lines or equipment of 600 volts or more, the Company will have such Line Worker or Electrical Repair Worker assisted by another Line Worker, Electrical Repair Worker or other employee covered by this Agreement, having equal qualifications in such line of work.

Section 18. When a Gas Service Worker or other qualified employee is required to clean out live gas service entrances or perform other work of a similar nature in confined locations where gas may be encountered, the Company will have such employee assisted by another employee having experience in such line of work.

Section 19.

(a) Where the Company requires employees to wear uniforms, it shall pay the cost of such uniforms and also pay for cleaning and pressing such uniforms at reasonable intervals. In addition, the Company shall furnish the following clothing, which shall remain the property of the Company and be issued as required:

(1) Galoshes, rubbers and raincoats for Meter Readers.

- (2) Two pairs of special work gloves on each electric line truck.
- (3) Coveralls for use in casing filling, and fluid sealing of cast-iron pipes.
- (4) Gloves for use in unloading creosoted crossarms or steel pipe from common carriers.
- (5) Coveralls in steam plants for use in cleaning air heaters, cleaning turbine blades by using fly ash, internal boiler and condenser work, and in performing other tasks where, in the judgment of the Company, such clothing is required.
- (6) Coveralls for employees in the Overhead Line Group for use in pulling used greased underground cables from conduit.

(b) The Company shall provide two pairs of work gloves to each employee then assigned to the Gas Lines Group at a time each year to be determined by the Company.

Section 20. The Company shall furnish all necessary safety and protective equipment, such as hats, coats, boots, gloves, gas masks, etc, which its safety rules require for the protection of employees. The parties hereto agree to cooperate in the prevention of accidents and to comply with reasonable health and safety rules. When, in the judgment of the Company, it is necessary or desirable, the Company will repair or replace an employee's eyeglasses, denture, hearing aid, or similar device which have been damaged or broken as result of an accident arising out of and in the course of his employment.

Section 21. The Company agrees to furnish all tools that it requires an employee to use. In consideration of this, an employee will replace any tool which is lost or broken through his own personal negligence with a tool of like quality and at his own expense. An employee may at his option, however, provide his own hand tools to the extent that the Company determines such tools are necessary for his work and they will be repaired by the Company or replaced with those of like quality, if worn out or broken in the course of his employment. Any broken or worn tools shall become the property of the Company upon replacement. The Company will not be required to replace an employee's personal tools which show evidence of abuse, or are lost or mislaid.

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Section 22. No employee shall absent himself from work for any reason other than his personal illness without first making arrangements therefor with his supervisor. In case of his illness, he shall make every effort to so inform his supervisor as far as possible in advance of his usual starting time. Benefits will not be paid unless the absence is reported to the Company before the end of the first scheduled workday of such absence unless evidence is submitted that it was physically impossible to do so.

Section 23. It will be the policy of the Company to maintain a force of sufficient size to take care of the expected regular work of the Company of a continuing nature, having in mind that the objective of the Company is to provide stable, long-term and continuing employment for its employees. In order to implement this policy, the Company agrees that it will not, for the duration of this Agreement, employ outside contractors for the purpose of laying off employees who ordinarily and customarily do such work. The Company will, as far as practicable, restrict contractors to the same workweek as that established for employees under this Agreement. With regard to overtime work, the Company will, as far as is practicable, follow the policy of assigning such work to its own employee work forces rather than those of contractors in those instances where the effect of such assignment would not adversely affect either the efficiency or overall cost of doing the job.

Section 24. (App. Ltr. 9) The Company will distribute overtime as equally as practicable among its employees, taking into account the nature of the work to be done and the availability of employees within the occupational group affected, at the time when such work becomes necessary.

- (a) Overtime lists setting forth the accumulated number of overtime hours earned and charged through the second previous workweek, converted to the equivalent straight-time hours shall be posted on or before Wednesday of each week. If a new list is not available the then posted list will remain posted until a new list becomes available. Reference will be made to this list when making overtime work assignments until the next week's list is posted. The hours on such lists shall consist of: all overtime hours worked converted to straight-time hours and hours charged. Copies of the posted overtime list and the call-out list will be furnished to the Local Union President. Hours charged shall be governed by the following rules:

- (1) When an employee is asked to work overtime and he

does not make himself available, he will be charged, for distribution of overtime purposes, with the same number of hours which the employee who accepts the call is credited with, converted to straight-time hours, unless the employee so called furnishes an acceptable excuse for not responding.

- (2) When an employee's name is added to an occupational group, in which his name has not previously been included, the overtime hours he had previously been credited with will be cancelled and he will be charged with the highest number of hours posted for an employee in the same classification.
 - (3) When the classification of an employee within an occupational group is changed, the overtime hours he had previously been credited with will be cancelled and he will be charged with the highest number of hours posted for an employee in the same classification.
 - (4) An employee temporarily promoted to a higher classification will have all of the overtime hours accumulated in the higher classification charged against his regular job. Nevertheless, when an employee who has been temporarily promoted to Supervisor returns to his regular classification, he will be charged the highest number of hours posted for an employee in the same classification.
 - (5) An employee may submit a written request to the Company that the number of posted accumulated overtime hours charged to him be increased to equal the highest number of hours posted for an employee in the same classification. Such a request will include future postings but will be subject to cancellation by the employee, the local union or the Company, in which event the cancellation will become effective at the time of the next posting. Further, each such request is subject to Company approval and no grievance shall be submitted based on the application of provisions of this Subsection.
- (b) Authorized representatives of the local union may have the privilege of examining the Company's overtime records once each month for the purpose of determining whether or not overtime work is being equitably distributed among eligible employees.

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- (c) No grievance shall be submitted if the difference in the accumulated hours on the then posted list between the employee who received the assignment and the grieving employee is fewer than 20 hours, except on prearranged work assignments, or if the Company acts in an arbitrary or capricious manner.

Section 25. (App. Ltr. 13) An employee called for Jury service or subpoenaed to appear as a witness in court, or before any other body empowered by law to compel attendance of witnesses by subpoena shall be excused from duty for the time necessary to allow him to be in attendance as required without loss of his straight time pay.

Section 26. If an employee accepts a call to serve as a pallbearer for a fellow employee, a member of a fellow employee's immediate family (as defined in Article XIII, Section 4) or a fellow annuitant (or the annuitant's spouse) the Company will permit the employee to be absent from work on a basic workday without loss of his straight-time pay for whatever time may be necessary therefor, but not to exceed one day. The Company will cooperate with Veterans' organizations to permit employees to be absent from work on a basic workday whose services are desired at military funerals, for a reasonable length of time therefor, without loss of their straight-time pay if not otherwise reimbursed, but not to exceed one day in any instance. If a fellow employee dies, employees assigned to the local operating headquarters of the deceased employee, up to a total of six such employees, including those serving as pallbearers, will be allowed to attend such deceased employee's funeral without loss of their straight-time pay for whatever time may be necessary therefor but not to exceed one day.

ARTICLE XI Hours of Employment and Overtime

Section 1. It is recognized that in order to furnish an adequate and satisfactory public service, it is necessary that many of the Company's operations be continuous, that is, around the clock and seven days a week; necessary that other facilities and services be made available during hours which extend beyond those included in the usual workdays, and also for six or seven days per week; necessary that repairs to equipment and other similar work be done during periods of light load; and also necessary that other work be performed at odd times. In view of

these conditions, working schedules for all of the Company's employees cannot be uniform or be confined to the Monday to Friday daytime hours which are normally suitable for other industries, although to the extent that it is practicable and will not adversely affect either efficiency or cost it is the desire of the Company to provide employees two consecutive days off during a workweek. Insofar as its customers' requirements will permit, however, the Company will adjust its hours of employment to those which generally prevail, and will equalize, as nearly as may be, weekend and night work among the affected employees, as more specifically provided for in the following Sections of this Article.

Section 2. Except as provided in Article X, Section 7(b), the regular daily work period shall consist of eight consecutive working hours, excluding the time taken out for meals, and the workweek shall consist of five daily scheduled work periods in seven consecutive days, commencing at midnight on Sunday. However, if one of an employee's regular daily work periods begins on Sunday and ends on Monday, his workweek shall commence at the time such regular daily work period begins. It is agreed that the normal lunch period may be shifted by one hour in either direction in order to allow certain work to be performed which, due to circumstances, cannot conveniently be done during the regularly established working hours, but if the Company does not shift such lunch period, any work done during the employee's regular lunch period will be paid for at the applicable overtime rate.

Section 3.

- (a) The working schedules for employees engaged in certain occupations in and around electric generating plants, heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service (such as operators, ashmen, etc) will be definitely assigned in advance and will, as required, include Sundays and holidays as well as all hours of the day and night. Where such schedules are in force they shall be so rotated as to equalize, as nearly as may be, Sunday and night work among the employees involved. The Company will, where such schedules are in force, give to each qualified employee, by classification, a choice of schedules based upon his seniority. No such schedule shall contain more than five eight-hour periods per week, nor more than one eight-hour work period in any twenty-four hours, except on change of shifts. If practicable, such schedules will be assigned on a calen-

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dar year basis. Should it become necessary to change such assigned schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article. These employees are referred to herein as "shift" employees.

- (b) If requested by the local union, the Company may establish nonrotating working schedules for "shift" employees. Where such schedules are established, each qualified employee, by classification, will be given his choice of shifts based on seniority. Such choice will be made at least two weeks prior to the time the schedules are established, and, thereafter on an annual basis, provided the Company continues such non rotating working schedules. The employee's choice of shift will be accommodated insofar as the available openings that may occur during such year, in his classification on such shift, will permit. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority. Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.
- (c) In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of this Article if the change in schedule results from the application of the shift preference provisions of this Sub-section.

Section 4. The working schedules for "Combination Relief Employees" referred to in Article XV, Section 6, who are engaged in certain occupations in and around electric generating plants, heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service will ordinarily be assigned in advance on a shift basis, and will, as required, include Sundays and holidays as well as all hours of the day and night, but such schedules shall be subject to change at any time, when required to properly maintain such equipment. However, should it be necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 5. The working schedules for employees engaged in the maintenance and repair of equipment in generating sta-

tions, steam heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service (such as electric and mechanical repair workers, general repair workers, maintenance workers, machinists, etc), will ordinarily be assigned in advance on a daytime, weekday basis, but such schedules shall be subject to change at any time, when required to properly maintain such equipment. However, should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 6. The working schedules for employees engaged in the receiving and storing of coal in generating stations will ordinarily be assigned in advance on a daytime basis which may include Sundays. Such schedules shall be subject to change at any time, when required to facilitate the receiving and storing of coal. However, should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 7.

(a) The working schedules for the employees engaged in the maintenance and repair of equipment in generating stations and for employees engaged in the maintenance of service to customers, repairs to customers' appliances, and other essential services (such as certain electric and mechanical repair workers, machinists, electric and gas service workers, appliance service workers, garage employees, janitors, watchmen, etc) will be definitely assigned in advance, and may include Saturdays, Sundays and holidays, as well as hours other than those specified for daytime employees. Where such schedules are in force they shall, except as provided in Subsection 7(c) of this Article, be so rotated as to equalize, as nearly as may be, Sunday and night work among the employees involved. Should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

(b) (App. Ltr. 28) The working schedules for employees engaged in Storeroom activities in Energy Distribution Territory Storerooms will be assigned in advance on a Monday through Friday basis and may include hours

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other than those specified for daytime employees.

In Material Distribution Centers Storekeepers/Special, as needed, may be assigned a shift commencing at 12 midnight. Other employees in Material Distribution Centers (including Storekeepers/Special) will be assigned to either a shift with starting times beginning between 6 and 8 AM or a shift with starting times beginning between 3 and 5 PM. Each qualified employee, by classification, will be given his choice of shifts based on his seniority. Such choice shall be made at the time the shifts are established on September 5, 1983; February 6, 1984, and thereafter on the first Monday in February of each calendar year. The employee's choice of shift will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Other Storerooms may have one shift with starting times beginning between 6 and 8 AM. The Company may establish up to two additional shifts in such Storerooms.

If two shifts are established in other Storerooms, one shift will have starting times beginning between 6 and 8 AM and the other shift will have starting times beginning between 11 PM and 1 AM. If a third shift is established, in such Storerooms, it will have a starting time beginning between 3 and 5 PM. Each qualified employee will be given his choice of shifts based on his seniority. Such choice shall be made at the time the shifts are established on September 5, 1983; February 6, 1984, and thereafter on the first Monday in February of each calendar year. The employee's choice of shift will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Any shifts which may be established pursuant to this Subsection will be nonrotating.

- (c) (App. Ltr. 14) The Company will establish nonrotating working schedules for certain employees described in Subsection 7(a) above, and for employees described in Section 6 above, where, in the opinion of the Company, such schedules would not have an adverse effect on the efficiency or cost of the work. The employee groups affected will be the Automotive and Equipment Services Group, the Buildings Services Group, the Gas Customer

Services Group, the Mechanical Repair and the Electrical Repair Groups, the Generating Plant Stockroom Group, the Yard and Coal Handling Group, the Electric Serviceman A in the Electric Line Group, and the Janitor Group. Where such schedules are established, each qualified employee, by classification, will be given his choice of shifts based on seniority. Such choice will be made at least two weeks prior to the time the schedules are established on September 5, 1983; February 6, 1984, and thereafter on the first Monday in February of each calendar year. The employee's choice of shift will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority.

In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of this Article if the change in schedule results from the application of the shift preference provisions of this Sub-section.

Section 8. (App. Ltr. 28) If the schedule of an employee assigned to a job described in Section 3, 4, 5, 6 or 7 of this Article is changed, he shall be paid time and one-half for the first regular daily work period following such change in schedule. Likewise, if the schedule of any employee is changed because of his assignment to a job described in Section 3, 4, 5, 6 or 7 of this Article, provided such assignment is not at the employee's request or the result of disciplinary action by the Company, he shall be paid time and one-half for the first regular daily work period following such change in schedule. If an employee's former schedule is reestablished within three months following such change in schedule, he shall be paid his straight-time rate following the reestablishment of such schedule. However, if a schedule change for which time and one-half must be paid falls on a holiday, time and one-half will be paid on the next scheduled workday following such change of schedule.

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Section 9. Certain semiautomatic hydro plant, substation, gas compressor station and gas desulphurization station attendants whose regular work consists of visiting the plant, substation, gas compressor station or desulphurization station at various intervals to start or stop generators, perform switching, start or stop gas compressors or adjust desulphurization equipment and to perform certain other duties at the plant, substation or gas station, as prescribed from time to time, shall not be required to be at the location of their regular work at all times. When not so engaged, they may remain at their place of abode, or elsewhere, leaving word with a person designated by the Company as to their whereabouts, or they may, when practicable, obtain relief from certain other designated employees. They shall also be entitled to complete relief for one day (24 hours) out of every seven days. In case they are actually engaged in their regular work in excess of eight hours per day or forty hours in any workweek, they shall be paid at the applicable overtime rate for such excess.

Section 10. Local Service workers, having no definitely assigned working hours, shall, in addition to performing their assigned duties, be available for work at other times when called. Such employees shall not be required to be at any particular location at all times, but may remain at their places of abode, or elsewhere, leaving word with a person designated by the Company as to where they may be reached. They shall, however, be entitled to complete relief for one day (24 hours) out of every seven days. In case they are required to perform more than 40 hours of actual work in any workweek, they shall be paid at the applicable overtime rate for such excess.

Section 11. (App. Ltr. 28)

- (a) The regular working hours for all daytime employees who are regularly scheduled on a Monday through Friday basis, shall consist of not more than eight hours in nine consecutive hours beginning between 7 and 9 AM and such schedules shall not be changed unless otherwise agreed upon by the Company and the Executive Board of the Michigan State Utility Workers Council. Whenever in the judgment of the Company it is reasonably practicable to do so, the Company will, on request of the Union, establish earlier starting hours between the last Sunday in April and the last Sunday in September.
- (b) Likewise, whenever in the judgment of the Company it is reasonably practicable to do so, the Company will, on request of the local union, establish earlier starting hours

between the last Sunday in April and the last Sunday in September, for other daytime employees whose working hours conform with those set forth in Section 11(a) hereof, but who are scheduled on other than a Monday through Friday basis.

Section 12. The rules for holiday work and pay for holidays are as follows:

- (a) Holidays, within the meaning of this Agreement shall be Good Friday, the first Tuesday after the first Monday of November in every even numbered year (Congressional and Presidential Election Days), the day after Thanksgiving, December 24 and December 31 and those days designated by Federal law as New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and Christmas. When one of these holidays falls on an employee's scheduled day off duty, the next scheduled workday for that employee that is not a holiday or a "his holiday" shall be considered his holiday.

An employee described in Article XI, Section 5, 6, 7 or 11 who is assigned to a nonrotating Monday through Friday schedule and whose services are not essential on such days, will be allowed to be absent from duty without loss of his straight-time pay when a holiday falls on a regularly scheduled workday and if a holiday falls on a Saturday or when December 24 or December 31 falls on a Sunday, he shall be entitled to eight hours' pay at his straight-time rate for such holiday or, at the option of the employee, a day's vacation in lieu thereof for such holidays falling in other than the month of December.

An employee regularly scheduled on a Tuesday through Saturday basis (ie, not rotating) whose services are not essential on such days, will be allowed to be absent from duty without loss of his straight-time pay when a holiday falls on a regularly scheduled workday, and if a holiday falls on a Monday or when December 24 or December 31 falls on a Sunday, he shall be entitled to eight hours' pay at his straight-time rate for such holiday.

Notwithstanding the foregoing, however, if a holiday falls on a Saturday, the Company may, at its option, schedule such employee to work on the Monday of the week in which a Saturday holiday occurs as a basic workday in lieu of the regularly scheduled Saturday workday. In such event, the change shall not be regarded as a change of

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work schedule requiring overtime pay.

- (b) All employees scheduled to work on holidays, but whose services are not essential on such days, will be allowed to be absent from duty without loss of their straight-time pay. To become eligible for such pay, the employee must be at work (or on paid sick leave, or for other reason, with pay) on at least one of the adjacent scheduled workdays before the holiday or the scheduled workday following the holiday. In the event an elected local union representative is absent on the adjacent scheduled workday before the holiday and the adjacent scheduled workday following the holiday on Union business without pay from the Company, he will be eligible for such pay. When employees in a classification are required to work on such days, the Company will, as far as practicable, taking into account the nature of the work and availability of employees, make such assignments on the basis of the then posted overtime list, and two times the number of all hours worked on a holiday or "his holiday" will be charged, for purposes of the overtime list, as if such assignment had been made up of overtime hours.
- (c) When an employee is required to work on a holiday or "his holiday," the rate of pay for such work shall be two times his straight-time rate of pay. In addition, he shall be paid eight hours' pay at his straight-time rate.

Section 13. Each employee with seniority may, if the needs of the service will permit, be absent from work without loss of his straight-time pay a maximum of two regular daily work periods in any calendar year. If possible, requests for such paid absences must be submitted at least three days in advance. In no event will an employee be allowed such a paid absence without first making arrangements with his supervisor. The Company will respect the wishes of the employee as to the time of taking such paid absences insofar as the needs of the service will permit. Such paid absences if unused in one calendar year will not accumulate nor be extended into another calendar year. However, an employee who has not used such paid absences and is at work or absent with pay on his last scheduled workday in the next to the last pay period of that year shall be paid an allowance in lieu of the paid absences. Such allowance will be paid on the employee's last payday for that year. Likewise, an employee who has not used such paid absences and is at work or absent with pay on his last scheduled workday immediately preceding his Disability, Normal, Early, or Deferred Retirement Date

shall be paid an allowance in lieu of such paid absences as soon as practicable. The rate of pay used to calculate the allowance will be the employee's regular straight-time rate.

Section 14. Any work done outside the scheduled working hours provided for in this Article shall be considered overtime work. If an emergency should require the temporary establishment of abnormal working schedules, the 40-hour weekly schedule regularly in effect shall be used for determining off-duty days. The rate of pay for overtime work during the workweek and on an employee's first off-duty day shall be time and one-half and the rate of pay for overtime work on an employee's second off-duty day in the workweek shall be double time. For those employees working a 4-10 weekly schedule, the rate of pay for overtime work during the workweek and on an employee's first and second off-duty day shall be time and one-half and the rate of pay for overtime work on an employee's third off-duty day during the workweek shall be double time. Overtime pay shall not be accumulated upon more than one basis.

Section 15. If at least one of an employee's regular daily work periods in any workweek includes more than three hours between 3 PM and 8 AM, he shall be paid a premium of \$2.50 per hour for all hours worked between 3 PM and midnight and \$3.00 per hour for all hours worked between 12:01 AM and 8 AM on any day during that week in which he works more than three hours between the hours of 3 PM and 8 AM. However, if more than seven hours of a given regular daily work period fall between the hours of 3 PM and 8 AM, the appropriate premium will be paid for all hours worked during such regular daily work period. The premium pay provided in this Section shall be paid in addition to overtime rates.

Section 16. When Saturday or Sunday is scheduled as part of an employee's regular five-day workweek, if no half-time or full-time premium applies to the time worked, a premium of 25% of the employee's straight-time rate shall be paid for such time worked on Saturday and 50% of the employee's straight-time rate shall be paid for such time worked on Sunday.

ARTICLE XII

Vacation

Section 1. An employee who is not a probationary employee shall be entitled to a vacation from work without loss of his straight-time pay each calendar year as set forth in Section 2 of this Article.

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Section 2. The amount of vacation to which an eligible employee is entitled shall be governed by the following rules:

- (a) An employee who is not a probationary employee and has completed less than one year of continuous service shall be entitled to a vacation of 1/12th of five workdays (or one week), to the nearest full workday, for each full month remaining in the calendar year, commencing on the first day of the month following the employee's completion of his probationary period. If an employee completes one year of continuous service in the same calendar year that he completes his probationary period, the employee will be entitled to a vacation of ten workdays (or two weeks), reduced by any vacation entitlement in accordance with the preceding sentence.
An employee shall be entitled to a vacation of ten workdays (or two weeks) on January 1 in the year following the completion of his probationary period.
- (b) An employee who has completed at least one year but less than six years of continuous service shall be entitled to a vacation of ten workdays (or two weeks).
- (c) An employee who has completed at least six years but less than 14 years of continuous service shall be entitled to a vacation of 15 workdays (or three weeks). Such employee shall be entitled to a vacation of 15 workdays (or three weeks) effective on January 1 in the year the employee will complete six years of continuous service.
- (d) An employee who has completed at least 14 years but less than 22 years of continuous service shall be entitled to a vacation of 20 workdays (or four weeks). Such employee shall be entitled to a vacation of 20 workdays (or four weeks) effective on January 1 in the year the employee will complete 14 years of continuous service.
- (e) An employee who has completed 22 or more years of continuous service shall be entitled to a vacation of 25 workdays (or five weeks). Such employee shall be entitled to a vacation of 25 workdays (or five weeks) effective on January 1 in the year the employee will complete 22 years of continuous service.

Section 3. If an employee is receiving sick benefits in accordance with the provisions of Article XIII, Section 1 or 2, he may use any unused portion of the vacation to which he would be entitled if he were working, rather than receive sick benefits. If

an employee is receiving sick benefits in accordance with the provisions of Article XIII, Section 1 or 2 in any calendar year, he must, when the unused portion of the vacation to which he would be entitled if he were working equals the remaining workdays of the year, use such vacation rather than receive sick benefits, except that he may defer one-half to the nearest full day, of the unused portion of the vacation to which he would be entitled if he were working, to the next calendar year. If an employee is receiving supplemental pay benefits in accordance with the provisions of Article XIII, Section 3 in December of any calendar year, one-half, to the nearest full day, of the unused portion of the vacation to which he would be entitled if he were working will be deferred to the next calendar year.

Section 4. Allowances in lieu of vacations shall be governed by the following rules:

- (a) At the time an employee quits, is released for lack of work, is placed on leave of absence to perform military service and he is not expected to return to work from such leave before the end of the calendar year, retires, during a year in which he works or receives sick benefits or supplemental pay or is discharged during the calendar year under consideration, he will be paid an allowance for any unused vacation to which he would be entitled if he were working, including any vacation deferred in accordance with Sections 3 and 9 of Article XII. An employee who retires with Retirement Income in accordance with the provisions of Section IV of the Pension Plan shall be paid an additional allowance equal to 1/12 of the vacation, excluding any vacation deferred in accordance with Article XII, Sections 3 and 9, to which he was entitled during the calendar year in which he retires for each full month which has elapsed during such year.
- (b) If an employee dies, his next of kin will be paid an allowance for any unused vacation to which he was entitled at the time of death, including any vacation deferred in accordance with Article XII, Sections 3 and 9, plus 1/12 of the vacation, excluding any vacation deferred in accordance with Article XII, Sections 3 and 9, to which he was entitled during the calendar year in which he dies for each full month which has elapsed during such year.
- (c) At the time an employee exhausts the half-day sick benefits to which he is entitled in accordance with the provisions of Article XIII, Section 2, he will be given the fol-

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lowing options for any unused portion of the vacation to which he would be entitled if he were working:

- (1) To be paid an allowance at such time, or
 - (2) To defer being paid the allowance to a later time in that calendar year. If an employee exercises this option (2) and returns to work before the end of the calendar year and before being paid the allowance he may take his vacation subject to all of the provisions of this Article. In no event, will the exercise of this option serve to extend any of the benefits of the Working Agreement and the employee will be treated as if he received the allowance at the expiration of his half-day sick benefits.
- (d) An employee may elect to receive an allowance in lieu of any vacation to which he may be entitled for the calendar year in question in excess of ten workdays (or two weeks). Such election must be made in increments of five workdays (or one week). The allowance will be paid on the employee's last payday preceding his first week of vacation from work after giving notice of his election unless the allowance in lieu of all of the remaining vacation is payable in accordance with the provisions of Article XII, Section 4(e). The employee must notify the appropriate superintendent or department head in writing at least two weeks prior to the date upon which he is to receive the allowance.
- (e) Except as provided in Article XII, Section 3 and Subsections (c) and (g) of this Section 4 which shall take precedence over the provisions of this Subsection, an employee will receive an allowance in lieu of any unused portion of the vacation to which he may be entitled which has not been deferred into the next calendar year in accordance with Article XII, Section 9; provided, however, this provision will apply only to vacation to which the employee may be entitled for the calendar year in question in excess of ten workdays (or two weeks) and the employee must have had at least five workdays' (or one week) vacation from work prior to making his election, and; provided further, that this provision will not apply to vacation which has been deferred from the previous calendar year. The allowance will be paid on the employee's last payday for that year.
- (f) The rate of pay used to calculate the allowances referred

to in Subsection (a), (b), (c), (d) or (e) of this Section will be an employee's regular straight-time rate.

(g) At the time an employee exhausts his supplemental pay benefits in accordance with the provisions of Article XIII, he will be given the following options for any unused portion of the vacation to which he would be entitled if he were working, including any vacation deferred in accordance with Article XII, Sections 3 and 9:

- (1) To be paid an allowance at such time, or
- (2) the employee may elect to defer being paid the allowance to a later time in the calendar year in which he exhausts his supplemental pay. If an employee exercises this option and returns to work prior to December 1 of the calendar year, he may take his vacation subject to all of the provisions of this Article. If the employee does not return to work prior to December 1, the employee will be paid an allowance for his unused vacation at the supplemental rate. In no event will the exercise of this option serve to extend any of the benefits of the Working Agreement and the employee will be treated as if he received the allowance at the time he exhausted his supplemental pay. The rate of pay used to calculate such an allowance will be the supplemental pay the employee was receiving in accordance with the provisions of Article XIII, Section 3.

Section 5. If a holiday occurs during an employee's vacation he shall be entitled at his option to an extra day's vacation or eight hours' pay at his regular straight-time rate in lieu thereof. An employee must give notice of his option before he begins his vacation. No extra premium will be paid for any hours worked on either account. A holiday will be construed to occur during an employee's vacation period, if the vacation period consists of at least three consecutive regular daily work periods and the employee would have otherwise celebrated a holiday on any such day.

Section 6. In the event that an employee is or becomes ill prior to his scheduled vacation time, he will be permitted to change his vacation to a subsequent date. If an employee is admitted to a legally constituted hospital during his scheduled vacation, the period of his hospital confinement will be charged against his sick leave benefits (under Article XIII) if any, and he will either resume his vacation beginning with the first day

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following his discharge from the hospital, or he will defer the balance of his vacation to a later date. In either event he shall give the Company prompt notice of and proof of his hospitalization, and shall notify the Company of the date of his return to service at least 48 hours prior to such date of return. If he elects to defer the balance of his vacation to a later date, he must return to work within 48 hours of the time of his release from the hospital, unless it is physically impossible to do so and in such case he shall immediately notify the Company and return at the earliest possible time. If a death occurs in his immediate family (as defined in Section 4 of Article XIII) and the length of time he is permitted to be absent from work is during or extends into his scheduled vacation time, he will be permitted to extend his vacation without loss of his regular straight-time pay from the occurrence of the death until the day after the funeral but in no case more than three workdays; the workdays referred to being the same days he would have been scheduled to work had he not been on vacation. Consideration of such requests is contingent upon prompt notice and reasonable proof of illness or death in the immediate family, to the employee's immediate supervisor.

Section 7. At an appropriate time each year employees who are entitled to vacations will express their preferences as to vacation periods and the Company shall, as soon thereafter as possible, establish workable vacation schedules. In establishing such schedules, the Company will respect the wishes of the employees as to the time of taking their vacations, insofar as the needs of the service will permit, including the scheduling of consecutive vacation at the end of one vacation year and the beginning of the next. However, requests for vacations submitted in writing on or before April 1 will be given preference over other requests for vacation. If more than one employee submits such written request for vacation to be taken during the same workweek or workweeks, the request of the employee with the greater bargaining unit continuous service will be given preference over other requests for vacation during such period. In order for an employee to exercise continuous service preference, the written vacation request must be submitted to his supervisor 14 calendar days prior to the beginning of the vacation.

Section 8. All vacations shall be taken on consecutive days and in increments of one week, beginning on Monday, unless the Company grants an employee's request for some other arrangement. However, the Company may grant an employee's request for some other arrangement so long as

that request for vacation is in increments of full workdays. Those employees who work other than a Monday through Friday daytime basis will be allowed to begin their vacations on days other than Monday.

Section 9. Vacation time shall not accumulate from one year to another except as specifically provided in this Section and Section 3 of this Article. An employee may defer one-half, to the nearest full day, of the vacation to which he is entitled, including vacation deferred from the previous year, to the next succeeding calendar year in accordance with the following rules:

- (a) The employee, prior to December 1, must notify the appropriate superintendent or department head in writing that he elects to defer a portion of his vacation to the next succeeding calendar year. However, if an employee's vacation scheduled to be taken on or after December 1, is canceled because of his attendance at a Company training school, such employee may defer that period of vacation to the next succeeding calendar year.
- (b) The deferred vacation must be in increments of full days.
- (c) An employee may not use the deferment privileges of this Section in five successive years.

ARTICLE XIII

Sick Leave Benefits

Section 1. Employees who have completed at least six months' continuous service with the Company shall be entitled to sick benefits in the event that, from time to time, they may not be able to perform their work on account of personal illness, or personal injuries not covered by the Michigan Workers' Disability Compensation Act. Employees who are absent from work on this account will be paid their regular straight-time pay for all lost time in any one fiscal year up to the maximum set forth in the following schedule of periods of continuous service. The fiscal year for the purposes of this Article, will begin on January 1 of each calendar year during the term of the Working Agreement.

Short-Term Sick Leave Bank

**Periods of Continuous Service and
Maximum Benefits Payable**

- 6 months or more and less than 5 years
30 full workdays (6 weeks) and 30 half days

- 5 years or more and less than 10 years
45 full workdays (9 weeks) and 45 half days

- 10 years or more and less than 15 years
50 full workdays (10 weeks) and 50 half days

- 15 years or more and less than 20 years
60 full workdays (12 weeks) and 60 half days

- 20 years or more and less than 25 years
80 full workdays (16 weeks) and 80 half days

- 25 years or more
100 full workdays (20 weeks) and 100 half days

The payment of these benefits will also be subject to the following conditions:

- (a) In the event an employee is absent on account of illness more than twice during a fiscal year, one day's regular straight-time pay shall be deducted from the benefits payable for subsequent absences on account of illness in the same fiscal year, if the absence does not exceed one day and two days' pay for absences in excess of one day. An absence because of an illness extending from one fiscal year into the immediately succeeding fiscal year shall not be considered an occasion or an absence during the new fiscal year for purposes of this Section. The first two occasions upon which an employee reports for work during a fiscal year and, in the judgment of his immediate supervisor, he becomes physically unfit to perform his duties for reasons other than those stated in Section 1(d) hereof, he shall be excused for the day without loss of his regular straight-time pay. On each subsequent occasion within the fiscal year the employee shall be excused without pay, unless the employee is absent on account of illness on his next scheduled workday.

If an employee returns to work after an illness and it is determined that he has not recovered sufficiently from

such illness to continue working he shall be excused and the absence resulting therefrom shall not be counted as an additional illness. When an employee reports for work and, in the judgment of his immediate supervisor, he is physically unfit to perform his duties for any reason other than that specifically excluded in the preceding sentence, that day shall be charged against his sick benefits, if any, and he will be paid for the day only if he is otherwise entitled to sick benefits in accordance with the provisions of this Section. In addition, and in order to reward the employee who was not absent from work because of an illness during the previous fiscal year, the number of such allowable absences without loss of his regular straight-time pay shall be increased by one for each successive fiscal year the employee is not absent from work because of illness beginning March 1, 1949, up to a maximum of five absences. The additional allowable absences so earned will subsequently be reduced by one for each absence in any fiscal year, but not before the two allowed in this Subsection have been used. Thereafter, the regular deductions provided for in this Section shall apply.

- (b) The employee shall adopt such remedial measures that may be appropriate for this disability and, if requested by the Company, permit such reasonable examinations or inquiries by the Company's medical representative as may be necessary to ascertain the employee's condition from time to time.
- (c) The employee shall, on request, present a doctor's certificate, or other proof of illness satisfactory to the Company, covering the full period of absence for which he is to be paid.
- (d) Sick benefits will not be paid when absence is due to use of drugs, venereal disease, willful misconduct, or any other self-induced disability, or under the influence of intoxicating liquors, or to an injury incurred while gainfully employed. However, an employee who is unable to work because of his participation in a rehabilitation program for substance abuse at a Company-approved substance abuse treatment facility will, if he is otherwise eligible, be eligible for sick benefits not to exceed a lifetime maximum of 30 calendar days, for participation in not more than two such programs. The reference to an injury incurred while gainfully employed shall not apply, however, to an employee on leave of absence for Union business in accordance with the provisions of Article VII, Section 11 when

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employed by the Union.

- (e) To be entitled to sick benefits, an employee must be on the active payroll at the time his illness begins. Sick benefits unused within the fiscal year, will not accumulate nor be extended into another fiscal year, except if an employee is receiving paid sick leave benefits at the end of the fiscal year and the employee's absence continues into the following fiscal year, the employee will be required to use any unused paid sick leave benefits from the previous fiscal year for that continuing absence. The employee will not be eligible for a new bank of paid sick leave benefits unless the employee recovers and returns to work and otherwise qualifies for a new bank of paid sick leave benefits.

Effective January 1, 2012, the provisions of this Section applicable to an employee's second short-term sick leave bank shall cease to exist and is replaced with a long-term disability plan.

- (f) Any employee found by either the Company or the Union to have abused the sick leave privileges herein provided for shall be subject to discipline by the Company and by the Union.
- (g) Any employee who becomes so disabled under circumstances where there is, or may be, a dispute whether his disability is covered by the Michigan Workers' Disability Compensation Act shall nevertheless receive sick leave benefits in the amount and at the time specified herein provided that the Company receive full credit for all such payments received by the employee against any benefits for any disability later determined to be covered by the Michigan Workers' Disability Compensation Act.
- (h) For purposes of this Section, the rate of pay to be used to calculate benefits will be .90 of the employee's regular straight time hourly rate.

Section 2. The application of the half days' sick leave provided herein is subject to the following conditions:

- (a) The additional half days are not usable until an employee's full days of benefits have been fully expended.
- (b) The additional half days are not to be added together to provide a lesser number of full days of benefits. For ex-

ample, 30 half days of benefits are not equivalent to 15 full days. After an employee has used all of his full days of benefits, he is entitled to receive four hours of pay at his regular straight-time rate (one-half day of sick benefits) for each full day he is absent because of illness until all half days have been used.

- (c) If an employee is unable to report for work in the morning due to illness, and he recovers to the extent that he is not incapacitated for the entire day and he returns to work in the afternoon, he is entitled to receive four hours of pay at his regular straight-time rate (one-half day of sick benefits) and in addition, pay for the work performed. In such instance his remaining allowable sick benefits should be reduced by one-half day.
- (d) If an employee is absent on account of illness more than twice during a fiscal year (or in excess of the additional allowable absences which he may have earned), he will not receive any pay for the first day of his absence, or the first two days if the absence exceeds one day, even though the employee's remaining allowable sick leave consists only of half days.
- (e) For purposes of this Section, the rate of pay to be used to calculate benefits will be .90 of the employee's regular straight time hourly rate.

Section 3. An employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act and/or the Michigan No-Fault Automobile Insurance Act, shall be paid supplemental pay, in addition to Workers' Disability Compensation weekly payments and/or no-fault wage payments from or on behalf of the Company. The employee's supplemental pay shall equal an amount such that the total payment after taxes (Workers' Compensation, no-fault wage payments plus supplemental pay) to the employee will not exceed 90% of 40 hours of his straight time rate. If an employee works for part of a day or week, supplemental pay shall be calculated on an hourly or daily basis with respect to hours not worked that week. If such amount exceeds net of 90%, the supplemental pay payment shall be reduced to 90% of 40 hours after taxes. For purposes of supplemental pay, the employee's rate of pay remains the lesser of the rate paid on the date of injury or 90% of the current rate for the employee's job classification at the time of the injury and does not increase

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for purposes of determining supplemental pay. Such pay will begin from the first day of the total disability. Eligibility for such pay shall terminate upon the payment of supplemental pay for a total of 52 weeks or the expiration of a 400-week period commencing as of the date of the injury which caused the total disability, whichever occurs first. Employees entitled to such Workers' Disability Compensation payments and/or no-fault wage payments, whose eligibility for supplemental pay has terminated, whose total disability does not appear within 400 weeks following the date of the injury causing the total disability, or who are otherwise not specifically entitled to such supplemental pay, will be paid by or on behalf of the Company in accordance with the provisions of the Michigan Workers' Disability Compensation Act and/or the Michigan No-Fault Automobile Insurance Act.

Section 4. In the event of a death in the employee's immediate family; ie, the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild, half-brother and half-sister, and if living in the immediate household, the employee's aunt or uncle, the affected employee will be permitted, upon request, to be absent from work without loss of the employee's straight-time pay from the occurrence of the death until the day after the funeral, but not more than three workdays. However, an exception will be made to include one additional workday, if the burial requires traveling to the extent that the employee cannot return in time to secure eight hours' rest before the beginning of his scheduled work period. It is understood in this connection that the time so taken includes attending the funeral.

Section 5. In the event a member of an employee's own household (an employee's spouse, child, step child, father or mother, or person under the employee's legal guardianship) becomes critically ill, is totally anesthetized or must be removed from a hospital, the affected employee shall be excused from work without loss of straight-time pay for a reasonable period of time. In the event of a critical illness, such time shall be limited to a maximum of two consecutive work periods.

Section 6. (App. Ltr. 17) An employee shall be excused for a reasonable length of time without loss of straight-time pay for medical treatment for the employee or the employee's spouse, mother or father who is a member of an employ-

ee's own household, or child, including a child under the employee's legal guardianship, when appointments outside of working hours are not practicable and the presence of the employee is required. When a medical appointment outside of working hours cannot be made, an employee shall make every effort to have such medical appointment at the beginning or the end of his shift in order to minimize the disruption of work assignments. Likewise, in connection with the birth of each of his children, an employee will be allowed to be absent from work on one occasion within the period commencing when the employee's wife goes to the hospital for the purpose of delivery and continuing for such time as may be reasonable under the circumstances and such absence without loss of his straight-time pay shall not exceed eight hours.

ARTICLE XIV Work Limitations

Section 1. No supervisor or other employee outside of the Bargaining Unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement, except when necessary in order to protect life, limb or property, or to instruct or train other employees, or in emergencies in order to maintain adequate and uninterrupted service to the public.

ARTICLE XV Wages and Paydays

Section 1.

- (a) The schedule of hourly wage rates attached hereto, marked Exhibit "A", and made a part hereof, are the Starting and Standard Rates for each job coming within the scope of this Agreement. The job titles referred to therein are the same job titles as those contained in the Company's "Job Manual for Operating, Maintenance and Construction Employees" copies of which have been furnished to the Union. The specifications as to the duties involved in, and the qualifications necessary for the performance of each job listed in said Job Manual are likewise, by reference, made a part of this Agreement. The Company will fairly and consistently apply Job De-

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scriptions by not assigning employees work which is entirely dissimilar and unrelated to the duties listed in his Job Descriptions or Job Descriptions for lower rated jobs in his occupational group.

- (b) The Starting and Standard Rates for Meter Reader, Chief Janitor, Janitor, Advanced Unskilled Worker or Unskilled Worker shall be the specially designated Starting and Standard Rates set forth in Exhibit "A". The Starting Rates for these job classifications shall be increased on June 8, 2015 and June 6, 2016 and June 5, 2017, June 4, 2018, and June 3, 2019 in accordance with the table in Article XXII, Section 5.

Section 2. Except as otherwise specifically provided herein, each employee shall be paid the Starting Rate of the job to which he is assigned.

Section 3. If an employee is promoted to a job listed in Exhibit "A", he shall receive an increase of:

- (a) twenty-five cents per hour, or
- (b) the Starting Rate of the job to which he is promoted, or
- (c) fifty-cents below the Standard Rate of the job to which he is promoted if at the time of promotion the employee has three or more years of seniority in the occupational group of the job to which he is promoted, whichever is greater.

In addition he shall receive any increase to which he is entitled in accordance with the provisions of Subsection 5(g) of this Article. However, no employee shall be paid more than the Standard Rate of the job to which he is promoted.

Section 4. The rate of pay of an employee who is transferred to a job in the same or a lower labor grade in accordance with the provisions of Article VII, Section 9, shall be twenty-five cents per hour below the Standard Rate of the job to which he is transferred, provided he has at least one year's continuous service at the time of transfer.

Section 5. At intervals of six months each, each employee is eligible for a merit increase, subject to the following rules:

- (a) Such increase shall be in the amount of twenty-five cents per hour (or \$10.00 per week for weekly rated jobs), except that the last increase shall be an amount required

to reach the Standard Rate of the job to which he is assigned, but not to exceed thirty-five cents per hour, provided, however, that in the case of employees in job classifications listed in Article XV, Section 1(b), the merit increase shall be in the amount of 25 cents per hour for each of the first 6 such increases and 50 cents per hour for each of the last two such increases.

- (b) No employee shall be paid more than the Standard Rate of the job to which he is assigned.
- (c) No employee shall receive a merit increase unless his work performance during the last six-month interval is satisfactory.
- (d) If an employee receives a disciplinary layoff, the entire period of the disciplinary layoff shall be added to the six-month interval referred to in this Section.
- (e) If an employee is absent from work for more than one month on each occasion, the entire period of absence shall be added to the six-month interval referred to in this Section.
- (f) A temporary assignment shall not serve to extend the six-month interval referred to herein.
- (g) Each full week of experience acquired while an employee is temporarily promoted shall be credited to the six-month interval referred to in this Section if he is subsequently promoted to the higher rated job.
- (h) Merit increases shall become effective as of the first day of the workweek in which the increase is granted.

Section 6. When an employee regularly fills two or more of the jobs listed in Exhibit "A", he shall be designated as a "Combination Relief Employee" and shall be paid the average of the wage rates applicable, weighed in proportion to the amount of time employed on each, plus ten percent of such average rates (to the nearest one cent per hour), but not more than the Standard Rate for the highest rated job he fills.

Section 7. (App. Ltrs. 18 and 20) It will be the policy of the Company not to establish combination jobs consisting of jobs in two or more occupational groups unless there is insufficient work in one of such jobs to provide full-time work. In such cases the Company may make such combinations on an ir-

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regular schedule and the time spent in such jobs may vary according to the work available. The job title used shall include the jobs the employee is expected to fill and he shall be paid the Standard Rate for the highest rated job he fills.

Section 8. Where, in the judgment of management, an individual employee's experience or qualifications, or other circumstances justify such action, a higher Starting Rate than that specified in Exhibit "A" may be applied, or the periodic merit increases specified in Section 5 hereof, may be accelerated as to that particular employee; provided, however, that no such rate shall exceed the Standard Rate specified for the job to which he is assigned.

Section 9. If an employee is temporarily (ie, on a day-to-day basis and for less than five days) assigned to a job with a higher Standard Rate, he shall receive an increase of twenty-five cents per hour, or the Starting Rate, whichever is greater, but in no event shall he be paid more than the Standard Rate of the job to which he is temporarily assigned. If the temporary assignment is for one-half of his regular daily work period or less, he shall receive the increase in pay for four hours. If the period of the temporary assignment is for more than one-half of his regular daily work period, he shall receive the increase in pay for eight (8) hours. If an employee is temporarily assigned to a job with a higher Standard Rate during the hours when overtime rates must be paid, he shall receive an increase of twenty five cents per hour, or the Starting Rate, whichever is greater, but in no event shall he be paid more than the Standard Rate of the job to which he is temporarily assigned; such increase shall be paid only for the hours worked while he is assigned to the higher rated job.

Section 10. If an employee is temporarily transferred to a job which carries a Standard Rate which is lower than the wage rate he is receiving, he shall suffer no reduction in his rate of pay on that account. If, however, he is regularly assigned to a lower rated job, due to a change in the Company's operating conditions, he shall be paid the Standard Rate for the job to which he is so assigned, except that an employee who has completed 25 or more years of continuous service will not have his rate of pay reduced and his seniority in his new job classification shall be that which he had in the job classification which he left. When an employee who has been released for lack of work is reemployed within 30 calendar days from and after the day upon which he was so released, he shall be paid the Standard Rate of the job to which he is so assigned, provided, the employee is assigned to a job in

a lower labor grade in an occupational group other than the one to which he was assigned at the time of his release.

Section 11. The Company will negotiate with the local union in an effort to place an employee in an appropriate job, who has been so incapacitated that he is unable to carry out his assigned duties, with due emphasis placed upon his length of service, rate of pay and the type of work he was performing at the time he became so incapacitated, except that an employee who has completed 25 or more years of continuous service and in the opinion of the Company's physician is unable to perform his regular duties due to a physical condition or impairment, will be assigned to a job classification and work that he is able to perform. His seniority in the new job classification shall be that which he had in the job classification in which he left. If he is assigned to a lower rated job, his previous rate of pay shall not be reduced if he has completed 25 or more years of continuous service. No further wage increase will be granted such employee so long as he is paid more than the maximum rate for the job title in which he is placed, except as otherwise provided in Article XXII, Section 5.

Section 12. Except as provided in Sections 11 and 13 of this Article, the wage provisions of this Article do not apply to employees who are incapacitated by age or other cause as to be unable to perform all of the normal duties required by his classification but who, in the judgment of the Company can be of some limited service. A special rate, taking into account the circumstances of the case, will be applied in each such case, after conferring with the Local Union President.

Section 13. When an employee is unable to perform all of the duties of his job classification due to a disability suffered as a result of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act, the Company will negotiate with the local union in an effort to place such employee in an appropriate job provided the employee is qualified for and capable of performing such job. In order to implement this policy, the Company will first attempt to place the disabled employee in a job in the occupational group in which he was employed at the time of his injury, and following this, the Company may place a disabled employee with five years or more of continuous service in any such job within Energy Distribution or within Energy Supply, whichever is applicable, then held by an employee having less than five years of continuous service. If no job that he can perform is available, he shall be placed on an availability

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list for placement in a job which he can perform if and when it becomes vacant. The disabled employee shall have seniority in his new job classification as provided in Article VII, Section 5. The employee so replaced may exercise his seniority rights under this Agreement except as to the disabled employee who replaced him. Each disabled employee, except in cases involving disability for a loss of member specified in the Act which arose out of an injury which occurred prior to March 1, 1966, as long as compensation payments continue and he continues to work, shall be paid an amount, including such compensation payments, equal to the straight-time pay he was receiving at the time of his injury, adjusted to current rates, provided such pay shall terminate on the expiration of a 400-week period commencing as of the date of injury. While the employee is incapacitated to an extent that will prohibit the performance of all of the duties of his former classification, he shall, at the termination of compensation payments, be treated as provided in Section 11 or 12 of this Article, whichever is applicable.

Section 14. If an employee is temporarily promoted (ie, for five days or more) he shall be paid in accordance with the provisions of Article XV, Section 3. Upon his return to his former job he will receive the same rate of pay that he would have received had he remained on his regular assignment, except that when an employee has been temporarily promoted to a classification within his occupational group for an aggregate of 26 weeks, upon his return to his regular classification he shall receive the Standard Rate of his regular classification.

Section 15. The Company may assign work of any nature consistent with the employee's capabilities when work in keeping with the employee's classification and Job Description is not available, subject to the conditions that the assignment be temporary, that the employee be qualified and equipped to do such work, and that he be paid his straight-time rate or a higher rate of pay if the work which he is asked to do carries a higher rate. Such assignments will be made based on the employee's classification and seniority.

Section 16. Weekly payroll periods will be closed at midnight each Sunday and paychecks for the straight time earned will, unless otherwise provided, be issued not later than the end of the work period on the first Friday following. In the event an employee is not scheduled to work on Friday, and his paycheck is available, it will be issued to him, on request, not later than the end of the work period on Thursday. Overtime

and premium pay will be paid not later than the end of the work period on the second Friday following.

ARTICLE XVI Retirement Plan

Section 1. A revised Pension Plan was made effective as of September 1, 2005, and shall continue in force and effect to and including August 31, 2020. Said plan may not be subject to demand by the Union for addition or for negotiation prior to April 1, 2020, and no amendment thereof or supplement thereto which would change benefits applicable to any employee represented by the Union shall become effective prior to September 1, 2020. Said plan, which is to be set forth in a printed booklet entitled "Pension Plan for Employees of Consumers Energy Company" is subject to the terms and conditions set forth therein.

ARTICLE XVII Separation Allowance

Section 1. Although the Company may find it necessary to release some employees on account of lack of work from time to time, it is not expected that there will be any extensive reduction of the size of the working forces during the term of this Agreement. Accordingly, a Separation Allowance is being provided herein for the duration of this Agreement, but without commitment for the same on the part of the Company thereafter.

Section 2. Any regular full-time employee who has completed one year or more of continuous service and who is released by the Company during the term of this Agreement on account of lack of work shall be paid a Separation Allowance. The amount of the Separation Allowance will consist of the employee's regular straight-time pay for five workdays (one week) for each full year of continuous service, minus the amount or amounts of any Separation Allowance paid to the employee on any previous occasion or occasions. This allowance shall be in addition to any vacation pay in lieu of vacation to which the released employee may be entitled, but will be subject to the following conditions:

- (a) Loss of a particular job shall not be considered a release

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on account of lack of work if employment is available to the employee by the exercise of any of his rights under this Agreement except as provided in Article VII, Section 17.

- (b) Loss of a particular job shall not be considered a release on account of lack of work if the employee is offered work at the time of such release with any subsidiary or affiliated company of the Company or with any company acquiring or succeeding to all or any part of the property of the Company.
- (c) An employee shall not be eligible for a Separation Allowance if released by the Company on account of lack of work as the result of being replaced by an employee returning from military service.
- (d) An employee who is paid the Separation Allowance shall retain his recall rights in accordance with Article VII, Section 17 and Article VII, Section 18. In the event the employee is not recalled within the time limits expressed within Article VII, Section 17(k) or Article VII, Section 18, he shall forfeit all reemployment rights and any other privilege, right, or benefit, to which he may be entitled under this Agreement at the time of his release by the Company, except vested rights, if any, under Section VII of the Pension Plan as amended to and including September 1, 1989 and except any rights under Article XVIII of this Agreement.
- (e) If an employee is reemployed under the provisions of Article VII, Section 17(k) or recalled for work within the time specified in Article VII, Section 18 and he wishes to restore his Separation Allowance to the status that it was at his time of release for lack of work he may do so by paying to the Company within 30 days of reemployment in a lump sum the gross amount of the Separation Allowance paid to him at the time of his release.

Section 3. For the purposes of this Article, "lack of work" shall include the inability of the Company to place an employee, who has exhausted his vacation, sick leave or supplemental pay benefits, in an appropriate job as provided in Sections 11, 12 and 13 of Article XV, because of such employee's incapacity for age or any other reason. "Lack of work" shall not include the retirement of an employee under the provisions of the Pension Plan for any reason.

ARTICLE XVIII
Group Insurance

Section 1. The existing practices as to group life insurance and group hospital and surgical insurance shall be continued during the term of this Agreement, except for such changes in the plans as may be agreed upon. Increases or decreases in the life insurance premium attributable to that part of such insurance being paid by the employee, which have occurred during the past year, or which occur thereafter, shall be assumed by or shall inhere to the employee. Commencing January 1, 1990, any increase in the premiums for Group Health Care Insurance will be paid by the employee except as provided in Article XXII, Section 2.

Section 2. Group Health Care Insurance benefits are not payable for any disability due to an injury covered by the Michigan Workers' Disability Compensation Act, or other similar acts, covering occupational injuries or diseases. In order to facilitate the reimbursement, if any, of the Group Health Care Insurance Carrier for benefits paid for any disability later determined to be covered by the Michigan Workers' Disability Compensation Act, or other similar acts, covering occupational injuries or diseases, the Company will, to the extent that it is liable for such payments, directly repay the Insurance Carrier for the benefit of the employee.

Section 3. Any employee may enroll in the Company's Group Health Care Insurance Plan. The employee shall pay the applicable monthly premium for such insurance in advance each month until he becomes eligible to have the Company contribute toward the payment of such premium in accordance with existing practices as to group hospital and surgical insurance.

Section 4. An employee who receives a disciplinary layoff shall be allowed to continue in the Company's Group Health Care Insurance Plan by paying the applicable monthly premium or portion thereof for such insurance in advance each month until he returns to work. However, during the first 31 days of such layoff or any portion thereof, the employee shall only make the same contribution required of active employees, if any. Likewise, an employee who is discharged from the Company shall be allowed to continue in the Company's Group Health Care Insurance Plan until such time as he has exhausted his appeal rights as outlined in Article III, Section

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8 of the Working Agreement. During this period the discharged employee shall pay the applicable monthly premium for such insurance in advance each month and the insurance shall terminate when such appeal rights are exhausted. In the event that during the appeal procedure the grievance is sustained in whole or part, the employee shall be reimbursed for that portion of the applicable premium he has paid.

**ARTICLE XIX
Death Benefit Plan and Discounts**

Section 1. The existing practices with respect to the Company's Death Benefit Plan shall be continued during the term of this Agreement, except for such changes in the Plan as may be agreed upon.

Section 2. The existing practice as to employee discounts from the prices charged the public for certain goods and services shall be continued during the term of this Agreement except for such changes in discount practices as may be agreed upon.

**ARTICLE XX
Job Evaluation**

Section 1. The Job Evaluation Plan which has been adopted by the parties shall remain in effect for the duration of this Agreement.

Section 2. Changes in the Job Descriptions, presently contained in the Job Evaluation Plan, may only be made in accordance with the following procedure:

- (a) Should the Company contemplate changes in a Job Description or group of Job Descriptions, including such changes resulting from the combination (or integration) by the Company of two or more occupational groups, the Company will advise the Union of such changes at least 30 days prior to the proposed effective date of such changes, and, during such period, enter into negotiations in an attempt to reach agreement respecting such changes.

- (b) Failing to reach agreement as provided for above, either of the parties may submit the matter to arbitration for the purpose of determining whether the contemplated changes are arbitrary or capricious or to determine the accuracy of the revised Job Descriptions as well as the proper rates of pay therefore. If the Arbitration Board determines that the changes are not arbitrary or capricious but that the changes would adversely affect any employee or employees, the Arbitration Board may make such award respecting seniority, promotional opportunities and job security of the employees affected thereby as will minimize such adverse effects, but the Arbitration Board shall not rule that the changes may not be placed into effect unless it determines that the change would be arbitrary or capricious. No change submitted to arbitration shall be put into effect until receipt of the arbitration award. In making an award to minimize adverse effects, the Arbitration Board shall not be limited by the first sentence of Section 2 of Article IV.

- (c) A period of no liability will begin upon the Union's request for job evaluation stating the basis of its request. The negotiations process under Article XX will be instituted on that date. In no event will the Company delay its final position later than two months from the date of such request. If the Company denies the Union's request, the Union may submit the request to arbitration, and may do so at the end of the two-month period following the Company's receipt of the request in any case, unless the Company asks the Union to meet and discuss the request during a two-month period commencing with the end of the first two-month period.

During the four-month period from the date of the Union's request the Company will have no monetary liability unless it denies the request, in which case the portion of the four-month period following the denial will not be exempted from liability.

Until the above procedure has resulted in the denial and appeal of a request for job evaluation, no new request may be submitted and only one request may be in the procedure at a time.

Section 3. Nothing in this Agreement shall prohibit the Company from introducing new equipment, machinery or materials in an existing Job Description, or preclude the Company from

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establishing an entirely new Job Description, the Union having only the right in such cases to negotiate and arbitrate the accuracy of the Job Description and the proper wages and rate ranges. The same rights shall prevail whenever the specifications or requisites of a job are materially revised without a change in Job Description.

**ARTICLE XXI
Conflict**

Section 1. In the event that any provision of this Agreement shall conflict with any Federal or State law, order, directive, regulation, permit provision or license provision now or hereafter enacted or issued, such provision hereof shall not remain operative or binding upon the parties, but the remaining portion of this Agreement shall remain in force and effect.

**ARTICLE XXII
Effective Date, Duration and Wages**

Section 1. This Agreement shall take effect, except as otherwise provided herein, on June 1, 2015, after receipt by the Company of official written notice from the Union to the effect that it has been duly ratified by the Union membership in accordance with the constitution and by-laws of the Union, which notice shall not be given later than May 8, 2015. This Agreement shall continue in full force and effect until June 1, 2020 and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty days' written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

Section 2. The Union agrees to pay the specified premiums for Health Care coverage as set forth in the Health Care Plan during the term of the Working Agreement.

The terms Group Health Insurance and Group Health Care Insurance as used in this Agreement refer not only to an insured plan, but also to a fully self-insured Health Care Plan including, but not limited to, an Administrative Services Only agreement with an insurance Company.

Section 3. The Group Term Life Insurance Plan for Operating, Maintenance and Construction Employees of Consumers Energy will be amended effective on January 1, 2016 as follows:

- (a) The company-paid basic noncontributory life insurance for employees who have completed three months of continuous service will be increased from \$40,000 to one times the employee's annual base pay (rounded to the next highest \$1,000).
- (b) The amount of supplemental insurance available under the Plan to employees will be increased to four times the employee's annual base pay (rounded to the next highest \$1,000).
- (c) Life insurance will be provided prospectively with no refunds or deficits. Rates will be adjusted by the life insurance company on an annual basis based on group experience.
- (d) The company will continue to pay premiums for basic noncontributory coverage for any employee with 10 years of continuous service who becomes totally disabled (as determined by the insurance company), exhausts sick leave pay or supplemental worker's compensation pay and is under age 60. This premium is paid until the earlier of normal retirement age (age 65), the employee's recovery from the disability or the employee's refusal to submit adequate proof of disability when requested to do so by the insurance provider. For purposes of this benefit, the definition of total disability is generally stricter than and not the same as for a disability retirement or social security disability.
- (e) There will be an initial open enrollment where employees may elect any level of supplemental insurance coverage prior to the first plan year, and the employee may not change the election prior to the next open enrollment unless the employee has a qualified change in status. In subsequent open enrollment periods an employee who elected supplemental coverage during the initial open enrollment will be able to elect to move up no more than one level of coverage from the previous election without evidence of insurability. Electing to move up more than one level of coverage requires evidence of insurability. An employee must be actively at work prior to any increase in benefit becoming effective.

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- (f) An employee who is diagnosed with a terminal illness with less than 12 months to live may request an accelerated payment of up to 75% of the life insurance benefit (minimum of \$5,000 and maximum of \$500,000) while still alive. Upon the employee's death, the remainder of the life insurance benefit will be paid to the employee's beneficiary. This benefit is subject to the standard provisions the insurance company applies for such benefit including but not limited to items such as premium payments, medical verification and any tax implications to the employee or the beneficiary.

Section 4. The Retired Employees Group Term Life Insurance Policy will be amended with respect to employees (1) who are insured under the Company's OM&C Group Term Life Insurance Policy, (2) who retire with benefits under the Pension Plan on or after September 1, 1992, and (3) who have at least 10 years of continuous service prior to such retirement, to provide for a continuation of \$7,500 of insurance coverage until the employee's death. The premium for such insurance coverage will be paid by the Company. The existing benefits under the Retired Employees Group Term Life Insurance Policy (Plan) will be continued for other retired employees.

Section 5. Effective as of June 1, 2015, after notice of ratification as provided in Article XXII, Section 1, June 6, 2016, June 5, 2017, June 4, 2018 and June 3, 2019, and conditioned upon the ratification of this Agreement, the wage rate of each regular full-time employee on those dates shall be increased in accordance with the table which immediately follows this paragraph. The Starting and Standard Rates in effect on such dates for each job classification shall likewise be increased. Such increases shall not be made effective for an employee covered by Article XIII until such time as he returns to work. Any employee whose rate of pay on June 1, 2015, on June 6, 2016, on June 5, 2017, on June 4, 2018 or on June 3, 2019, is more than the Standard Rate of the job he then occupies shall, as of the effective date set forth above, receive an increase of one-half the difference between the new Standard Rate and the old Standard Rate for his job (adjusted to the nearest whole cent) provided, however, that his new rate of pay shall not be less than the new Standard Rate for his job.

Grade	Gen Inc June 1,2015	Gen Inc June 6,2016	Gen Inc June 5,2017	Gen Inc June 4,2018	Gen Inc June 3,2019
20	\$ 1.48	\$ 1.54	\$ 1.58	\$ 1.63	\$ 1.68
19	\$ 1.39	\$ 1.44	\$ 1.48	\$ 1.53	\$ 1.57
18	\$ 1.32	\$ 1.37	\$ 1.41	\$ 1.45	\$ 1.49
17	\$ 1.24	\$ 1.29	\$ 1.33	\$ 1.37	\$ 1.41
16	\$ 1.19	\$ 1.23	\$ 1.27	\$ 1.31	\$ 1.35
15	\$ 1.15	\$ 1.20	\$ 1.24	\$ 1.27	\$ 1.31
14	\$ 1.13	\$ 1.17	\$ 1.21	\$ 1.24	\$ 1.28
13	\$ 1.08	\$ 1.13	\$ 1.16	\$ 1.20	\$ 1.23
12	\$ 1.04	\$ 1.08	\$ 1.12	\$ 1.15	\$ 1.18
11	\$ 1.01	\$ 1.05	\$ 1.08	\$ 1.12	\$ 1.15
10	\$ 0.98	\$ 1.02	\$ 1.05	\$ 1.08	\$ 1.11
9	\$ 0.96	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09
8	\$ 0.95	\$ 0.98	\$ 1.01	\$ 1.04	\$ 1.07
7	\$ 0.93	\$ 0.96	\$ 0.99	\$ 1.02	\$ 1.05
6	\$ 0.91	\$ 0.95	\$ 0.97	\$ 1.00	\$ 1.03
5	\$ 0.90	\$ 0.93	\$ 0.96	\$ 0.99	\$ 1.02
4	\$ 0.88	\$ 0.92	\$ 0.95	\$ 0.97	\$ 1.00
3	\$ 0.87	\$ 0.91	\$ 0.94	\$ 0.96	\$ 0.99
2	\$ -	\$ -	\$ -	\$ -	\$ -
1	\$ 0.84	\$ 0.87	\$ 0.90	\$ 0.93	\$ 0.95
0	\$ 0.91	\$ 0.95	\$ 0.97	\$ 1.00	\$ 1.03

Section 6. Effective June 1, 2015, each employee shall receive an Allowance Adjustment in accordance with the following rules.

- (a) The Allowance shall be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), published by the Bureau of Labor Statistics, US Department of Labor (1967 = 100), and hereinafter referred to as the BLS Consumer Price Index.

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- (b) On May 31, 2015, there existed an Allowance of 83 cents per hour. Effective June 1, 2015, 83 cents will be included in the Starting and Standard Rates of all labor grades.
- (c) During the first term of the Agreement, the Allowance will be adjusted as follows:

Based Upon Difference
Between BLS Consumer
Price Index for April
and BLS Consumer
Price Index for the Base

<u>Date of Adjustment</u>	<u>Months of:</u>
June 6, 2016	April 2016 vs April 2015
June 5, 2017	April 2017 vs April 2016
June 4, 2018	April 2018 vs April 2017
June 3, 2019	April 2019 vs April 2018

If in April of any year the BLS Consumer Price Index for that April exceeds such index for the previous April by more than equivalent to 33 cents, an additional 1 cent for each full 0.4 point increase in the Index over the 33 cents shall be added to the then current Standard and Starting rates in conjunction with the June wage rate adjustments of that year as indicated in the schedule in section 6(c) of Article XXII.

- (d) Except as specifically provided herein, the Starting and Standard Rates in effect on the effective date of this Agreement for each job classification shall not be increased or decreased because of this Allowance.
- (e) The amount of the Allowance shall be included in computing all pay.
- (f) In the event the Bureau of Labor Statistics does not issue the Index on or before the Mondays referred to in Paragraph (c), any adjustments required will be made at the

beginning of the first pay period after receipt of the BLS Consumer Price Index.

- (g) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.
- (h) The parties agree that payment of the Allowance is dependent upon the availability of the applicable monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for April 1989, (1967 = 100) unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for April 2015, April 2016, April 2017, April 2018 and April 2019, a monthly Consumer Price Index (CPI-W) in its present form and calculated on the same basis as the Index for April 1989. In the event, however, that the Bureau of Labor Statistics refuses to make such Consumer Price Index available to the parties, but continues the revised Consumer Price Index (CPI-W) (1982-1984 = 100) it is agreed that the revised Consumer Price Index (CPI-W) (1982-1984 = 100), shall be used to determine the amount of the Allowance, if any, as follows:
 - (1) The Dates of Adjustment and Base Months shall remain the same as specified in Subsection (c) above.
 - (2) On the occasion of the first Date of Adjustment (and on any succeeding Dates of Adjustment), when the Consumer Price Index (CPI-W) in its present form and calculated on the same basis as the Index for April 1989 (1967 = 100) is no longer available for the corresponding base month, the Allowance will be calculated based on the difference between the revised CPI-W (1982-1984 = 100) for the corresponding base month and the revised CPI-W (1982-1984 = 100) for the preceding base month. If such BLS Consumer Price Index for the corresponding base month exceeds such Index for the preceding base month, the Allowance will be raised by one cent (1¢) for each full .135 point by which such Index for the corresponding base month exceeds such Index for the preceding base month. If such BLS Consumer Price Index for the corresponding base month is less than such BLS Consumer Price Index for the preced-

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ing base month, the Allowance will be reduced by one cent (1¢) for each full .135 point by which such Index for the corresponding base month is less than such Index for the preceding base month but not to less than zero.

- (3) April shall be the base month corresponding to a June Date of Adjustment.

AMENDMENT TO MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have, by their officers duly authorized in the premises, executed this Amendment to Memorandum of Agreement on the 1st day of April, 2015.

CONSUMERS ENERGY COMPANY

Date April 1, 2015 By Alexander L. Rogers, Jr.
Its Director of Labor Relations

Date April 1, 2015 By Alex C. Fitzpatrick
Senior Labor Relations Representative

Date April 1, 2015 By Mario A. Martinez
Senior Labor Relations Representative

UTILITY WORKERS UNION OF AMERICA, AFL-CIO

Date April 1, 2015 By D. Michael Langford
President, Utility Workers Union of
America, AFL-CIO

Date April 1, 2015 By Steven VanSlooten
Executive Vice President, Utility
Workers Union of America, AFL-CIO

AND ITS MICHIGAN STATE UTILITY WORKERS COUNCIL

Date April 1, 2015 By Patrick M. Dillon
Its President

Date April 1, 2015 By Craig A. Wright
Its Executive Vice President

Date April 1, 2015 By Michael E. Nelson
Its Secretary-Treasurer

Date April 1, 2015 By Bradley J. Eurich
Its Vice President

Date April 1, 2015 By Mark A. Bridgewater
Its Vice President

Date April 1, 2015 By Robert H. Ritsema
Its Vice President

Date April 1, 2015 By David C. Miller
Its Vice President

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<u>ENERGY DISTRIBUTION DEPARTMENT</u>											
<u>Electric Line Group (Occupational Groups 01 & 02)</u>											
18	Line Worker In Charge (008130-600000041)	44.19	45.19								
17	Electric Service Worker † (008078-60000014)	42.70	42.70								
16	Local Electric Service Worker † (008132-600000042)	40.78	40.78								
16	Journeyman Line Worker † (008128-600000040)	40.78	40.78								
14	Electric Line Apprentice IV † (008418-60000146)	38.68	38.68								
12	Tree Trimmer In Charge (008229-600000060)	34.68	38.68								
12	Electric Line Apprentice III † (008437-60000159)	35.79	35.79								

12	Electric Utility Worker-Special (008469-6000180)	34.79	35.79
11	Electric Line Apprentice II †† (008436-60000158)	33.71	33.71
10	Tree Trimmer (008227)	32.71	33.71
10	Electric Line Apprentice I †† (008415-60000144)	32.71	33.71
8	Electric Utility Worker (008416-60000145)	31.46	32.46
6	Basic Line Apprentice (008505-60000205)	30.18	31.18
4	Ground Worker (008417)	29.29	30.29
<u>Substation/Metropolitan Group (Occupational Group 03)</u>			
18	Lead Substation/Metropolitan Repair Wrkr (008345-60000091)	44.19	45.19
16	Journeyman Substation/Metropolitan Repair Wrkr † (008346-60000092)	40.78	40.78
16	Lead Substation Operator (008487-60000194)	39.78	40.78
16	Substation Construction Mech In Chrg (008486-60000193)	39.78	40.78

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
14	Substation/Metropolitan Repair Wrkr Apprentice II † (008342-60000089)	38.68	38.68								
14	Journeyman Substation Operator † (008348-60000093)	38.68	38.68								
14	Substation Construction Journeyman † (008500-60000204)	38.68	38.68								
13	Substation Construction Apprentice IV † (008501)	37.23	37.23								
12	Substation/Metropolitan Repair Wrkr Apprentice I † (008344-60000090)	35.79	35.79								
12	Substation Operator Apprentice II † (008366-6000107)	35.79	35.79								
12	Substation Construction Apprentice III † (008502)	35.79	35.79								

10	Substation Operator/Apprentice I † (008367-60000108)	33.61	33.61
9	Substation Utility Worker † (008349-6000094)	32.98	32.98
9	Substation Construction Apprentice II † (008503)	32.98	32.98
9	Substation Construction Mechanic B (008458)	31.98	32.98
5	Substation Construction Apprentice I † (008504)	30.80	30.80
5	Substation Construction Laborer (008459)	29.80	30.80
<u>Gas Lines Group (Occupational Group 20)</u>			
16	Gas Lines Fitter (008393-60000130)	39.78	40.78
15	Certified Welder (008247-60000066)	38.64	39.64
15	Gas Lines Mechanic (008097-60000025)	38.64	39.64

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
15	Gas Lines Worker - Catholic (008095-60000023)	38.64	39.64								
15	Gas Lines Worker I (008605-60003104)	38.64	39.64								
15	Gas Lines Construction Worker Specialist (-60004101)	38.64	39.64								
14	Gas Lines Worker (008096-60000024)	37.68	38.68								
12	Gas Lines Construction Worker (-60004102)	34.79	35.79								
12	Trenching Machine Operator – Special (-60005026)	34.79	35.79								
10	Trenching Machine Operator (008231- 60000061)	32.61	33.61								
9	Gas Lines Utility Worker III † (-60005052)	32.98	32.98								
8	Gas Lines Utility Worker II † (-60005050)	32.46	32.46								

8	Gas Lines Construction Equipment Operator (-60004103)	31.46	32.46
4	Gas Lines Construction Laborer (-60004100)	29.29	30.29

INTERNAL SERVICES DEPARTMENT

Automotive & Equipment Services Group (Occupational Group 07)

14	Master Auto & Equip Mechanic (008357-60000101)	37.68	38.68
11	Automotive & Equipment Mechanic (008358-60000102)	33.71	34.71
7	Auto & Equip Service Worker (008359-60000103)	30.78	31.78

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<u>Material Services Group (Occupational Group 25)</u>											
12	Head Storekeeper (008113-60000036)	34.79	35.79								
11	Storekeeper/Special (008294-60000075)	33.71	34.71								
9	Storekeeper (008210-60000056)	31.98	32.98								
5	Material Handler (008295-60000076)	29.80	30.80								
<u>Buildings Services Group (Occupational Group 55)</u>											
15	Building Utility Worker Specialist	38.64	39.64								
13	Building Utility Worker A (008031-60000004)	36.23	37.23								

10	Building Utility Worker B (008032)	27.04	28.04
5	Building Utility Worker C (008033-60000006)	29.80	30.80

CUSTOMER SERVICES DEPARTMENT

Gas Customer Services Group (Occupational Group 23)

101	Industrial Gas Service Worker (008124-60000037)	39.78	40.78
16	Gas Service Fitter (008394-60000131)	39.78	40.78
16	Gas Service Worker A Technical (008606-60003125)	39.78	40.78
15	Gas Service Worker A (008101-60000029)	38.64	39.64
13	Gas Service Worker B III † (008609-60003128)	37.23	37.23
12	Gas Service Worker B II † (008608-60003127)	35.79	35.79
11	Gas Service Worker B I (008607-6003126)	33.71	34.71
10	Gas Service Utility Worker IV †	32.61	33.61

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate
9	Gas Service Utility Worker III †	31.98	32.98								
8	Gas Service Utility Worker II †	31.46	32.46								
<u>Electric Meter Group (Occupational Group 05)</u>											
18	Elec Meter Worker In Chrg (008488-60000195)	44.19	45.19								
17	Lead Elec Meter Worker (008489-60000196)	41.70	42.70								
15	Journeyman Meter Worker † (008490-60000197)	39.64	39.64								

13	Electric Meter Apprentice IV † (008495-60000202)	37.23	37.23
11	Electric Meter Apprentice III † (008494-60000201)	34.71	34.71
11	Polyphase Meter Worker (008179-600000051)	33.71	34.71
9	Electric Meter Apprentice II † (008493-60000200)	32.98	32.98
8	Single Phase Meter Worker (008198-600000055)	31.46	32.46
7	Electric Meter Apprentice I † (008492-60000199)	31.78	31.78
4	Utility Meter Worker (008491-60000198)	29.29	30.29
<u>Meter Reading Group (Occupational Group 24)</u>			
6	Meter Reader* (008160-600000048)	30.18	31.18
0	Meter Reader † (008447-60000065)	21.01	31.18

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate
<u>ENERGY SUPPLY SYSTEM</u>											
<u>ELECTRIC SYSTEMS</u>											
<u>SEMI-AUTOMATIC HYDROELECTRIC GENERATING PLANTS (Occupational Group 30)</u>											
13	Certified Hydro Operator † (008443-60000163)	37.23	37.23								
11	Hydro Operator (008354-60000098)	33.71	34.71								

**COMBUSTION TURBINE GROUP (Occupational
Group 40)**

18	Combustion Turbine Mech In Charge (008350-60000095)	44.19	45.19
16	Combustion Turbine Mechanic A (008351-60000096)	39.78	40.78
13	Combustion Turbine Specialist † (008444-60002355)	37.23	37.23
11	Combustion Turbine Spec In Training (008445-60000217)	33.71	34.71
5	Combustion Turbine Helper (008353-60000097)	29.80	30.80

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate
<u>WIND TURBINE GROUP (Occupational Group ?)</u>											
14	Wind Farm Lead	37.68	38.68								
12	Wind Farm Specialist	34.79	35.79								
<u>GENERAL REPAIR (Occupational Group 41)</u>											
17	General Repair Worker In Charge (008110-60000035)	41.70	42.70								
16	Ludington Pump Storage Qual Welder (008485-60000192)	39.78	40.78								
15	General Repair Worker A (008107-600000033)	38.64	39.64								
10	General Repair Worker B (008108-600000034)	32.61	33.61								

5 General Repair Helper (008109-60000218)

29.80 30.80

LUDINGTON PUMPED STORAGE PLANT

Operating Group (Occupational Group 45)

17 Certified Plant Control Operator I †
(008440-60000160)

16 Plant Control Operator I (008270-60000073)

15 Certified Plant Control Operator II †
(008441-60000161)

13 Plant Control Operator II (008271-60000074)

12 Certified Auxiliary Operator †
(008442-60000162)

11 Auxiliary Operator (008017-60000002)

6 Utility Operator (008246-60000065)

42.70 42.70

39.78 40.78

39.64 39.64

36.23 37.23

35.79 35.79

33.71 34.71

30.18 31.18

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
PLANTS											
J H Campbell #1 and #2 Steam-Electric Generating Plant											
<u>Operating Group (Occupational Group 32)</u>											
18	Unit Control Operator - Certified † (008369-60000110)	45.19	45.19								
16	Unit Control Operator (008243-60000063)	39.78	40.78								
16	Major Equipment Opr - Certified † (008371-60000112)	40.78	40.78								
14	Major Equipment Operator (008147-600000046)	37.68	38.68								

12	Auxiliary Operator - Certified † (008375-60000116)	35.79	35.79
11	Auxiliary Operator (008368-60000109)	33.71	34.71
6	Plant Utility Worker (008177-60000998)	30.18	31.18
<u>Coal Handling Group (Occupational Group 33)</u>			
11	Coal Supply Operator (008058-60000007)	33.71	34.71
<u>Mechanical Repair Group (Occupational Group 50)</u>			
16	Generating Plant Qualified Welder (008467-6000178)	39.78	40.78
15	Generating Plant Machinist (008466-60000177)	38.64	39.64
15	Generating Pit Millwright/Asbests Wrkr (008465-60000176)	38.64	39.64

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate
14	Generating Plant Millwright (008464-60000175)	37.68	38.68								
6	Generating Plant Laborer (008463-60000174)	30.18	31.18								
<u>Electrical Repair Group (Occupational Group 51)</u>											
16	Generating Plant Electrician (008468-60000179)	39.78	40.78								
14	Gen Plant Elec Maint Apprentice IV † (008482-60000190)	38.68	38.68								
12	Gen Plant Elec Maint Apprentice III † (008481-60000189)	35.79	35.79								
10	Gen Plant Elec Maint Apprentice II † (008480-60000188)	33.61	33.61								

8	Gen Plant Elec Maint Apprentice I † (008479-60000187)	32.46	32.46
<u>J H Campbell #3 Steam-Electric Generating Plant</u>			
<u>Operating Group (Occupational Group 32)</u>			
18	Unit Control Operator - Certified † (008369)	44.19	45.19
16	Unit Control Operator (008243)	39.78	40.78
16	Major Equipment Opr - Certified † (008371)	39.78	40.78
14	Major Equipment Operator (008147)	37.68	38.68
12	Auxiliary Operator - Certified † (008375)	34.79	35.79

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
11	Auxiliary Operator (008368)	33.71	34.71								
10	Environmental Operator – Certified	32.61	33.61								
9	Environmental Operator	31.98	32.98								
6	Plant Utility Worker (008177)	30.18	31.18								
<u>Mechanical Repair Group (Occupational Group 50)</u>											
16	Generating Plant Qualified Welder (008467)	39.78	40.78								
15	Generating Plant Machinist (008466)	38.64	39.64								
15	Generating Pit Millwright/Asbestos Wrkr (008465)	38.64	39.64								
14	Generating Plant Millwright (008464)	37.68	38.68								

6	Generating Plant Laborer (008463)	30.18	31.18
<u>Electrical Repair Group (Occupational Group 51)</u>			
16	Generating Plant Electrician (008468)	39.78	40.78
14	Gen Plant Elec Maint Apprentice IV † (008482)	37.68	38.68
12	Gen Plant Elec Maint Apprentice III † (008481)	34.79	35.79
10	Gen Plant Elec Maint Apprentice II † (008480)	32.61	33.61
8	Gen Plant Elec Maint Apprentice I † (008479)	31.46	32.46
<u>Karn Complex Generating Plant</u>			
<u>Operating Group (Occupational Group 32)</u>			
19	Unit Control Operator - Certified † (008369)	46.69	47.69

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
17	Unit Control Operator (008243)	41.70	42.70								
16	Major Equipment Opr - Certified † (008372)	39.78	40.78								
14	Major Equipment Operator (008146)	37.68	38.68								
13	Auxiliary Operator - Certified † (008376)	36.23	37.23								
11	Auxiliary Operator (008021)	33.71	34.71								
10	Environmental Operator – Certified †	32.61	33.61								
9	Environmental Operator	31.98	32.98								
5	Plant Utility Worker (008175)	29.80	30.80								

Karn Mechanical Repair Group (Occupational Group 50)

16	Generating Plant Qualified Welder (008467)	39.78	40.78
15	Generating Plant Machinist (008466)	38.64	39.64
15	Generating Plt Millwright/Asbests Wrkr (008465)	38.64	39.64
14	Generating Plant Millwright (008464)	37.68	38.68
6	Generating Plant Laborer (008463)	30.18	31.18

Karn Electrical Repair Group (Occupational Group 51)

16	Generating Plant Electrician (008468)	39.78	40.78
14	Gen Plant Elec Maint Apprentice IV † (008482)	37.68	38.68
12	Gen Plant Elec Maint Apprentice III † (008481)	34.79	35.79
10	Gen Plant Elec Maint Apprentice II † (008480)	32.61	33.61
8	Gen Plant Elec Maint Apprentice I † (008479)	31.46	32.46

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate	Start Rate	Standard Rate
<u>Karn Yard and Coal Handling Group (Occupational Group)</u>											
11	Coal Supply Operator (008058)	33.71	34.71								
9	Fuel Handling Operator (008395)	31.98	32.98								
<u>GENERATING PLANT STOCKROOMS (Occupational Group 42)</u>											
11	Head Stockkeeper (008309)	33.71	32.71								
9	Stockkeeper (008310)	31.98	32.98								
5	Stockhandler (008311)	29.80	30.80								

COMMON TO ALL GROUPS (Occupational Group 43)

3	Advanced Unskilled Worker* (008000)	27.43	28.43
1	Unskilled Worker* (008244)	26.26	27.26

MACHINE FABRICATION GROUP (Occupational Group 54)

19	Lead Machine Fabricator † (008446)	46.69	47.69
18	Machine Fabricator † (008391)	44.19	45.19
17	Machine Fabricator Apprentice III † (008439)	41.70	42.70
16	Machine Fabricator Apprentice II † (008438)	39.78	40.78
15	Machine Fabricator Apprentice I † (008392)	38.64	39.64

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate
<u>GAS TRANSMISSION & STORAGE SYSTEM</u>											
<u>GAS TRANSMISSION & STORAGE DEPT</u>											
<u>Gas Systems Group (Occupational Group 12)</u>											
15	Instrument Mechanic (008148)	38.64	39.64								
15	Pipe Fabricator (008165)	38.64	39.64								
13	Gas Systems Mechanic I (008094)	36.23	37.23								
10	Gas Systems Mechanic II (008105)	32.61	33.61								
7	Gas Systems Mechanic III (008092)	30.78	31.78								

Gas Field Group (Marion) (Occupational Group 13)

15	Instrument Mechanic (008382)	38.64	39.64
15	Pipe Fabricator (008383)	38.64	39.64
13	Gas System Mechanic (008384)	36.23	37.23
10	Gas Mechanic "A" (008385)	32.61	33.61
7	Gas Mechanic "B" (008386)	30.78	31.78

Well Service Group (Occupational Group 15)

15	Well Service Mechanic A † (008262)	38.64	39.64
12	Well Service Mechanic B (008249)	34.79	35.79

Well Service Group (Marion) (Occupational Group 15)

15	Gas Well Mechanic A † (008263)	38.64	39.64
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EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate	Start	Standard Rate
12	Gas Well Mechanic B (008264)	34.79	35.79								
<u>Compressor Station Group (Occupational Group 17)</u>											
15	Compressor Station Mechanic (008061)	38.64	39.64								
12	Compressor Station Operator (008060)	34.79	35.79								
12	Compressor Station Mechanic B (008255)	34.79	35.79								
7	Gas Systems Mechanic III (008093)	30.78	31.78								

Compressor Station Group (Freedom, Muskegon River)
(Occupational Group 17)

15	Compressor Station Mechanic (008332)	38.64	39.64
12	Compressor Station Operator (008333)	34.79	35.79
12	Compressor Station Mechanic B (008454)	34.79	35.79
7	Gas System Mechanic III (008455)	30.78	31.78

Gas Transmission System Group (Saginaw)
(Occupational Group 21)

15	Instrument Mechanic (008377)	38.64	39.64
15	Pipe Fabricator (008378)	38.64	39.64
13	Gas System Mechanic (008379)	36.23	37.23
10	Gas Mechanic "A" (008380)	32.61	33.61
7	Gas Mechanic "B" (008381)	30.78	31.78

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<u>GENERAL OFFICE DEPARTMENTS</u>											
<u>GENERAL METER SHOP</u>											
<u>Electric Meter Group (Occupational Group 08)</u>											
13	Electric Meter General Repair Wrkr (008074)	36.23	37.23								
11	Electric Meter Worker A (008075)	33.71	34.71								
9	Electric Meter Worker B (008076)	31.98	32.98								
4	Electric Meter Helper (008077)	29.29	30.29								

Gas Meter Group (Occupational Group 09)

12	Gas Meter Instrument Worker (008098)	34.79	35.79
10	Gas Meter Test and Repair Worker (008099)	32.61	33.61
6	Gas Meter Utility Worker (008100)	30.18	31.18

Stock and Delivery Group (Occupational Group 10)

11	Trailer Truck Driver (008223)	33.71	34.71
7	General Meter Stock Worker (008106)	30.78	31.78
4	Dock Worker (008072)	29.29	30.29

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<u>GENERAL MATERIAL SERVICES</u>											
<u>Salvage Group (Occupational Group 26)</u>											
16	Salvage Repair Worker In Charge (008387)	39.78	40.78								
14	Salvage Repair Worker A (008195)	37.68	38.68								
9	Salvage Repair Worker B (008196)	31.98	32.98								
5	Salvage Repair Worker C (008388)	29.80	30.80								
<u>Central Reclamation (Occupational Group 57)</u>											

- 9 Central Reclamation Machine Opr (008484)
- 5 Central Reclamation Helper (008483)

31.98	32.98
29.80	30.80

ELECTRIC OPERATIONS (Occupational Group 06)

- 17 Elec Equip Repair Wrkr In Charge (008321)
- 15 Electric Equipment Repair Wrkr A (008322)
- 12 Electric Equipment Repair Wrkr B (008323)
- 5 Electric Equipment Repair Wrkr C (008324)

41.70	42.70
38.68	39.68
34.79	35.79
29.80	30.80

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title (Job Number)	June 1, 2015		June 6, 2016		June 5, 2017		June 4, 2018		June 3, 2019	
		Start	Standard	Start	Standard	Start	Standard	Start	Standard	Start	Standard
		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
FACILITIES OPERATIONS & SERVICES											
<u>Midland Training Center (Occupational Group 55)</u>											
13	Building Utility Worker A (008031)	36.23	37.23								
10	Building Utility Worker B (008032)	32.61	33.61								
5	Building Utility Worker C (008033)	29.80	30.80								
<u>COMMON TO ALL GROUPS (Occupational Group 43)</u>											
3	Advanced Unskilled Worker* (008000)	27.43	28.43								

1 Unskilled Worker* (008244)

26.26 27.26

**JANITOR GROUP – GENERATION (Occupational
Group 44)**

6 Chief Janitor* (008042)

30.18 31.18

3 Janitor* (008125)

27.43 28.43

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APPENDICES**

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CROSS REFERENCE

<u>APPENDICES</u>	<u>CROSS REFERENCE</u>
Appendix Letter 1	Appendix Letter 49
Appendix Letter 5	Article VII, Sections 13 and 21; Article XIII, Sections 1 and 2
Appendix Letter 6	Article X, Sections 7 and 9; Appendix Letter 7
Appendix Letter 7	Article X, Section 9 and 13; Appendix Letter 6
Appendix Letter 13	Article X, Section 25
Appendix Letter 14	Article XI, Section 7 (c) and Appendix Letter 15
Appendix Letter 15	Article XI, Section 7 (c) and Appendix Letter 14
Appendix Letter 16	Article XIII, Sections 1 (b) and (c)
Appendix Letter 17	Article XIII, Section 6
Appendix Letter 18	Article XV, Section 7
Appendix Letter 19	Article XV, Section 1
Appendix Letter 20	Article XV, Section 7
Appendix Letter 25	Article VII, Sections 5, 9 and 17
Appendix Letter 26	Article X, Section 10
Appendix Letter 28	Article XI, Sections 7 (b), 8, and 11
Appendix Letter 31	Article X, Section 10 (h)
Appendix Letter 40	Article VII, Section 4
Appendix Letter 41	Article VII, Section 7 and Article XI, Section 3 (b)
Appendix Letter 42	Article VII, Section 9
Appendix Letter 46	Article VII, Section 17 and Appendix Letters 47 and 50
Appendix Letter 47	Appendix Letter 46
Appendix Letter 48	Article XIII, Section 1 (d) and Appendix Letter 24
Appendix Letter 49	Appendix Letter 1
Appendix Letter 50	Article VII, Section 17 and Appendix Letter 46

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

During the 1983 negotiations the parties discussed their mutual interest in maintaining and improving the Company's operating efficiency.

During the term of this Agreement it may be desirable to experiment with the Company's method of operations to improve its operating efficiency with respect to the scheduling of work. The parties recognize that such experimental changes may entail temporary modifications of the provisions of the Agreement.

No change in the provisions of the Agreement may be implemented by the Company, however, without prior written agreement of the Director of Labor Relations and the Michigan State Utility Workers Executive Board.

G A Sando,
Manager of Labor Relations

(App. Ltr. 49)

Appendix 2

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

This is to assure you that when the Union brings to the attention of the Company that employees of the Company who are members of the Union are confronted with picket lines in the performance of their work for the Company, the Company will afford a representative of the appropriate local union a reasonable opportunity to discuss the effect of the picket line with the Company and with the union whose picket line is involved before Bargaining Unit employees of Consumers Power Company are required by the Company to cross the picket line.

It is certainly not the desire of the Company to place those of its employees who are members of the Union in jeopardy where a picketing situation occurs, nor does the Company wish to embarrass the Union. However, the Company must make the determination whether picket lines which confront the Company's employees must be crossed in order for the Company to perform its services. Work in emergency situations is not intended to be covered or affected by this letter.

Yours very truly

John W Scott
Director of Union Relations

JWS/aks

June 1, 2010

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Dear Mr. Dillon:

During the 2010 OM&C Working Agreement negotiations, the Company and the Union discussed their mutual interest in maintaining customers' perceptions of high professionalism and capabilities of our employees. The parties also discussed the need to provide greater potential for employees to be successful and to provide excellent customer service at a competitive cost, in order to maximize utilization of the OM&C workforce. More specifically, the parties emphasize that they are interested in making changes in the following areas:

- establishing or improving entry level evaluation, training and apprentice programs to reduce failure rates while maintaining appropriate standards for success and minimizing unproductive training costs.
- reevaluating job descriptions in various occupational groups as required to provide service to our customers at a reasonable cost.
- improving cost-effectiveness, especially where it can influence decisions to use our workforce in preference to contractors.

The parties agree to meet as soon as practicable after the ratification of the OM&C Working Agreement to pursue these objectives.

_____/s/
Timothy P. McCloskey
Director of Labor Relations

_____/s/
Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

Appendix 4

June 1, 2015

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing Rd
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 OM&C Working Agreement negotiations, the Company and the Union discussed the Union's concerns regarding the impact of contracting on the level of work performed by employees covered by the Working Agreement. The Company discussed its concerns and efforts with the Union to meet the challenges of the increasingly competitive and changing business environment. In order to address these mutual concerns, the parties have agreed to the following:

1. Work Percentages to be Performed by Employees Covered by the Working Agreement

During the term of the Working Agreement commencing on June 1, 2015 and ending on May 31, 2020, the Company commits that its employees will perform the percentage of work, as that term is defined in Section 4 of this Agreement, as set forth below:

- A. Energy Distribution Department (Gas Lines Work, EIRP), Customer Services Department (Gas Customer Services Group)
 - 1. Employees in the Energy Distribution Department (Gas) and Customer Services Department (Gas) will perform the work at the following percentage level:
 - A. On an annual basis beginning January 1, 2015 and ending on May 31, 2020, Company employees will perform eighty five percent (85%) of the work for this period of time, as measured at the end of each calendar year.
 - B. The period of January 1, 2020 and ending on May 31, 2020 shall be measured as agreed upon in successor agreement to determine if the Company has met its obligations hereunder for that period of time.

The above supersedes Section 5 of the Memorandum of Agreement-Gas Operations dated March 25, 2010.

1 Occupational groups as more specifically listed in "Exhibit A" of the Working Agreement.

2 Occupational groups as more specifically listed in "Exhibit A" of the Working Agreement.

3 Occupational groups as more specifically listed in "Exhibit A" of the Working Agreement.

B. Energy Resources (Electric Systems, Ludington Pumped Storage, Gas Compression, and Plants)

1. Employees in Energy Resources will perform the work at the following percentage levels of maintenance work:

Maintenance:

- A. On an annual basis beginning January 1, 2017 and ending on December 31, 2017, Company employees will perform sixty five percent (65%) of the work for this period of time, as measured at the end of the calendar year; and
- B. Beginning January 1, 2018 and ending on December 31, 2018, Company employees will perform seventy-five percent (75%) of the work for this period of time, as measured at the end of the calendar year.
- C. Beginning January 1, 2019 and ending on December 31, 2019 Company employees will perform eighty percent (80%) of the work for this period of time.
- D. The period of January 1, 2020 and ending on May 31, 2020 shall be measured as agreed upon in successor agreement to determine if the Company has met its obligations hereunder for that period of time.

Operations Department(s):

Employees in Energy Resources will perform the work at the following percentage levels of operations department work:

Operations/Fuel Handling:

- A. On an annual basis beginning January 1, 2016, and ending on May 31, 2020, except for the Karn Complex, which will begin effective January 1, 2017, Company employees will perform one-hundred percent (100%) of the work for this period of time, as measured percent at the end of each calendar year. The parties agree that new equipment will be discussed to determine applicability to above percentage.
- B. The period of January 1, 2020 and ending on May 31, 2020 shall be measured as agreed upon in successor agreement to determine if the Company has met its obligations hereunder for that period of time.

Note: Spray Dry Absorber (SDA)/Dry Fly Ash (DFA) at both the Karn Complex and Campbell Complex will be added as work performed by the Company at such time that operation is turned over to the Company.

2 Occupational groups as more specifically listed in "Exhibit A" of the Working Agreement.

Appendix 4

C. Energy Distribution Department (Electric Lines Group, Substation Construction Group, Substation/Metropolitan Group, Electric Meter, EERC)

1. Employees in the Energy Distribution (Electric) will perform the work at the following percentage levels:
 - A. On an annual basis beginning January 1, 2016 and ending on May 31, 2020, Company employees will perform eighty five percent (85%) of the work for this period of time, as measured at the end of each calendar year.
 - B. The period of January 1, 2020 and ending on May 31, 2020 shall be measured as agreed upon in successor agreement to determine if the Company has met its obligations hereunder for that period of time.

2. See Attachment "A" for a list of work that is excluded from the calculation of the percentage of work for each area (Energy Resources, Electric and Gas).

3. Annual period

For purposes of this Agreement, the parties shall utilize a calendar year (January 1 through December 31) as the annual period for determining if the Company has met its obligations hereunder, as measured at the end of each calendar year. The parties will meet no later than March 15 of the subsequent year as referenced in Attachment "A".

4. Percentage of Work

For purposes of calculating the percentage of work hours to be performed by Company employees, such percentage shall consist of all time codes, except the code for vacation that is taken by employees, and after excluding the work set forth in "Attachment A" herein, multiplied by the agreed upon percentage.

During the fourth quarter of each calendar year starting in 2015 for Gas and Electric and 2016 for Energy Resources, and during the fourth quarter of each year for the remainder of the term of this Working Agreement, the Company will meet with the Executive Board of the MSUWC to review the following year's budgeted work plan demonstrating the Company's commitment to meet agreed percentage, less the excluded work listed in Attachment "A" of this document, for each specific area (Energy Resources, Electric and Gas). In addition, the Company will meet with the Executive Board on a quarterly basis, beginning in the first quarter of 2016 for Gas and Electric and 2017 for Energy

2 Occupational groups as more specifically listed in "Exhibit A" of the Working Agreement.

Resources to review the budgeted work plan and discuss any potential changes and required resources to that year's budgeted work plan. Any potential exclusions must be discussed and will be mutually agreed upon by the parties before any changes are made.

5. New Technology

In the event the Company introduces entirely new technology and Company employees do not currently perform such work (install, operate and/or maintain) that would be required by the introduction of the entirely new technology, the Company shall have the right, after discussions with the Executive Board of the MSUWC, to determine whether Company employees or contractors shall install, operate and/or maintain such new technology. Paragraph 6 of this Appendix Letter applies if the Company selects a contractor to install, operate and/or maintain the new technology.

6. Joint Committee Review and Arbitration

- A. In the event the parties are unable to reach an agreement as to whether a particular duty or type of work constitutes work to be performed by the Company's employees or by a contractor, the Executive Board of the MSUWC and Director of Labor Relations will meet to discuss the concern(s) in an attempt to reach an agreement.
- B. If disposition of such concern(s) is not agreed upon by the parties, the Union may request a further review by the President of the Company or his designated representative who will issue a decision within 10 work days.
- C. If no agreement on the concern(s) is reached as a result of the above process, the Executive Board of the MSUWC may submit a grievance directly to Arbitration, provided that it is done within 30 calendar days of the date of the decision of the President or his representative.
- D. In considering such a grievance, the Arbitrator or Arbitration Board may not conclude that the work is to be included in calculating the percent of work that the Company is obligated to perform with its own employees unless it determines:
 - 1. the work is within the scope of work performed by the Company's employees; and
 - 2. it has not been specifically excluded by the parties as being work to be performed by Company employees.

Appendix 4

- E. The foregoing is the exclusive method for resolving any disputes concerning the application of this Agreement. Except as provided above, Article IV shall apply in the event of Arbitration.

_____/s/_____
Alexander L. Rogers, Jr.
Director of Labor Relations

_____/s/_____
Patrick M. Dillon, President
Michigan State Utility
Workers Council

APPENDIX "A"

March 31, 2015

WORK LOAD PERCENTAGE EXCLUSIONS**Energy Distribution Department (Gas Lines Work, EIRP),
Customer Services Department (Gas Customer Services
Group) Exclusions:**

Hours associated with certain work to be excluded from percentage calculation:

1. ASP in non-CE areas/CE Electric only areas
2. New VAPs offerings after discussion and agreement with MSUWC
3. Major projects (example: smart energy type work) after discussion and agreement with MSUWC
4. Hydro-vac
5. Asphalt paving and cement replacement

**Energy Resources (Electric Systems, Ludington Pumped
Storage, Gas Compression, and Plants) Exclusions:**

Hours associated with certain work to be excluded from percentage calculation:

Maintenance

1. Major new construction
2. Major scheduled boiler work
3. Elevator repair/trouble shooting
4. Major mobile equipment engine and transmission overhauls
5. Protective relay work/calibration, repair, testing
6. Contractor snowplowing during major construction in conjunction with that project, including contractor parking
7. Off-site large motor/pump overhauls
8. Janitorial work
 - a. Lawn maintenance
 - b. Non-power block facility work (training building at Campbell, "out buildings")
9. HVAC non power block
10. Motor Rewind/Pump Overhaul off-site
11. Turbine Overhauls
 - a. Specialty work – re-blading
12. Compression Station
 - a. HVAC
 - b. Vendor/SME support
 - c. Major Rebuilds (e.g. crank rebuilds)
13. LPS
 - a. Divers/fishnets
14. Wind Farms
 - a. Construction
 - b. Blade replacement
 - c. Snow plowing
 - d. Off-site crane work required (even within the nacelle)

Appendix 4

Energy Distribution Department (Electric Lines Group, Substation Construction Group, Substation/Metropolitan Group, Electric Meter, EERC) Exclusions:

Hours associated with certain work to be excluded from percentage calculation:

1. Tree Trimming / Vegetation Management
2. Major Projects- hours excluded subject to mutual agreement with the MSUWC.
3. New/Expansion Substation Construction (excluding LVD sub exits)
4. Transmission (69kv and above)
5. HVD (46kv) project work (not including routine maintenance)
6. Metro cement and duct specialty work
7. Road Signage
8. Snow Removal (non-routine substation plowing)
9. Staking
10. Environmental
11. Transportation of specialty equipment
12. Aerial inspection
13. Hydro Vac
14. Contractor and Mutual Assistance line crews and tree trimmers during Company-declared storm with the understanding it is the Company's intent to utilize Company Resources for local storms as the needs of service permits.

June 1, 1992

Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Dear Mr Gray:

The following are the Company's policies with respect to personal leaves of absence for pregnancy and the birth or adoption of a child.

PREGNANCY POLICY

OPTION 1

An employee who becomes pregnant may desire to continue to work except for any period she is disabled because of illness or injury during her pregnancy or recovery following childbirth. Under such circumstances, the employee will, if otherwise eligible, be entitled to benefits in accordance with the provisions of Article XIII, Sections 1 and 2, during such periods of disability and a leave of absence will not be necessary. As soon as practical the employee must submit a statement by her personal physician setting forth the expected date of confinement. As soon as practical, the employee must notify her Human Resource Representative of the date of the admission to the hospital during which her pregnancy terminated.

Payment of Sick Leave benefits for the period of disability will require proof of disability satisfactory to the Company in accordance with the requirements of Article XIII, Section 1(b) and (c) of the Working Agreement.

Sick Leave benefits are payable only where the employee is physically unable to work and are not applicable to other absences.

While certain absences are not covered by the Sick Leave program, they may be the basis for an unpaid Leave of Absence in accordance with Article VII, Section 13 of the Working Agreement.

OPTION 2

An employee, except a probationary employee, who desires time off before and after the period of disability following delivery may request a Leave of Absence - Personal from work without pay in

Appendix 5

accordance with Article VII, Section 13 of the Working Agreement commencing not earlier than 12 weeks (except with Company approval) immediately preceding the expected date of confinement for delivery and continuing until not later than 12 weeks following the termination of the pregnancy. Such request must be submitted prior to the expected date of delivery, be accompanied by a statement by the employee's personal physician setting forth the expected date of confinement and, subject to waiver by the Company, at least two weeks prior to the effective date of the leave of absence. Sick Leave benefits are not payable during the leave of absence, unless she is disabled because of illness or injury related to her pregnancy or recovery following childbirth. However, such leave of absence will be considered terminated upon the admission to the hospital during which the employee's pregnancy terminates and will be reinstated on the date the employee is physically able to return to work. During this period the employee will, if otherwise eligible, be entitled to benefits in accordance with the provisions of Article XIII, Sections 1 and 2. As soon as practical, the employee must notify her Human Resource Representative of the date of the admission to the hospital during which her pregnancy terminated.

Payment of Sick Leave benefits for the period of disability following delivery will require proof of disability satisfactory to the Company in accordance with the requirements of Article XIII, Section 1(b) and (c) of the Working Agreement.

The employee, if physically qualified in the opinion of a physician selected by the Company or by other evidence satisfactory to the Company, shall be permitted to return to her former job and all of her employee benefits shall be reinstated as of the day she returns to work. Should a conflict arise between the opinion of the physician selected by the Company and the employee's personal physician as to whether the employee is physically qualified, the two physicians shall promptly agree upon a third medical doctor who shall submit a report to the Company and the employee. The decision of the third medical doctor as to whether the employee is physically qualified shall be binding on both parties and his expense shall be shared equally by the Company and the employee.

If the employee elects to return to work prior to the expiration date of her leave of absence following delivery, she may do so by giving the Company three weeks' advance notice, subject to waiver by the Company.

PATERNAL AND ADOPTION POLICY

An employee, except a probationary employee, may request a Leave of Absence - Personal from work without pay in accordance with Article VII, Section 13 of the Working Agreement for the following reasons:

- The birth of the employee's child
- Adoption of a child by the employee

Requests for such leaves must be submitted as far in advance as possible prior to the leave.

Personal leaves of absence for the adoption of a child may be requested for a period of up to 12 consecutive weeks and must conclude within 12 months of such adoption. Personal leaves of absence for the birth of the employee's child shall commence not earlier than 12 weeks (except with Company approval) immediately preceding the expected date of confinement of the employee's spouse for delivery and continuing until not later than 12 weeks following the termination of the pregnancy.

Documentation, satisfactory to the Company, substantiating such birth or adoption prior to the leave of absence shall be required unless otherwise waived by the Company.

The current practices in effect for benefit continuation during leaves of absence will apply to the above policies.

If an employee on personal leave of absence for the birth or adoption of a child, or an employee on a leave of absence for pregnancy under Option 1 or Option 2 who is no longer disabled, fails to return to work on or before the expiration of the leave of absence, his/her employment shall be terminated as of the date he/she notifies the Company that he/she will not return to work or the expiration of such leave, whichever occurs first.

Upon termination of employment, all of the employee's benefits shall be terminated except rights, if any, under the group insurance plans, the Pension Plan or the Employee Stock Ownership Plan.

Sincerely,

/s/

G. A. Sando
Manager of Labor Relations

Appendix 6

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations the Executive Board of your Union insisted that when an employee covered by Article X, Section 9, of the 1969-1971 Working Agreement is required to travel he should be given a stipulated notice of the travel assignment. The Executive Board pointed out that in its opinion there are many instances where employees required to travel are given unnecessarily short notice of the assignment. The Executive Board contended that short notice often causes employees or their families inconvenience.

Although it cannot guarantee a stipulated notice period, the Company agrees to instruct supervisors to give serious attention to this problem in an attempt to be more considerate in giving appropriate notice to employees covered by Article X, Section 9, and to attempt whenever reasonably possible to give 72 hours notice.

Yours very truly

John W Scott
Director of Union Relations

JWS/aks
(*Art. X, Sec. 7 & App. Ltr. 7*)

June 1, 2015

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing road
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 OM&C Working Agreement negotiations, the Company and the Executive Board of the Michigan State Utility Workers Council discussed their mutual interest in providing uniform expense procedures for employees on assignments which makes it necessary for the employees to remain away from home overnight. As a supplement to the provisions of Article X, Sections 7(b) and 9 of the Working Agreement, the Company will extend the following program to all employees for the duration of any new Working Agreement effective this month.

1. A \$40.00 per diem allowance will be paid for each day upon which an employee works at least eight hours away from home, including travel time (except as provided for in Article X, Section 7(b)), and which is contiguous to a night during which an employee was away from home on Company business. This allowance will be in lieu of all meals and all other incidental expenses. In the event the employee must travel to an assignment on Sunday to be available for work on Monday, he will receive \$20.00 per diem allowance in lieu of all meals for that day or as an option he may eat such meal and be reimbursed for the reasonable expense of such meal.

Examples: If an employee is away from home Monday through Friday and works away from home overnight eight or more hours on Saturday, including travel time, he will be entitled to the \$40.00 allowance for each of the six days. However, if the employee is away from home overnight Monday through Friday and works away from home less than eight hours on Saturday, including travel time, he will receive an allowance of \$20.00 for Saturday. If an employee is away from home overnight on Monday through Thursday nights but works away from home for less than eight hours, including travel time, on Friday he will receive \$20.00 for Friday.

2. Appropriate lodging at Company-approved locations will be paid by the Company or by reimbursement to the em-

Appendix 7

employee. If the employee requests reimbursement, a receipt satisfactory to the Company for the lodging must be attached to the expense reimbursement form when the employee submits his request for reimbursement.

3. The employee may make arrangements for an expense advance covering out-of-town living expenses, at his regular headquarters before he leaves on a temporary assignment.
4. Mileage and travel time between work headquarters will be provided for as set forth in Article X, Sections 7(b) and 9 of the Working Agreement. For Energy Supply employees, mileage and travel time between work headquarters will be allowed as shown on the current mileage and travel guide, attached hereto and made a part hereof as Attachment 1. Individual adjustments because of adverse driving conditions affecting either the mileage or travel time will be made when necessary.
5. If, at the Company's request, an employee agrees to use his automobile on Company business, he will be allowed reimbursement for incidental mileage of 10 miles daily. Energy Supply employees will be paid incidental mileage as shown on the current mileage and travel time guide for the plant at which his temporary work headquarters is located.
6. In case of trouble or delay encountered while en route, the employee must contact his regular Supervisor for instructions, if possible. If for good cause the employee fails to report for work as scheduled, the Company will pay the \$40.00 provided in No. 1 above and his regular straight-time wages for that date.
7. An employee temporarily assigned to work between the following plants will not be paid mileage or travel time:

Karn Complex
J H Campbell 1 & 2, 3

Employees temporarily assigned to work between the J H Campbell Complex and B C Cobb will be paid mileage and travel time in accordance with the applicable mileage and travel time guide.

Under normal circumstances, at all other locations listed on the mileage and travel time guide (Attachment 1), the

Company may approve the employee's remaining away from home and receiving the per diem outlined in Section 1 above or may approve the employee's returning to his home and receiving the \$65.00 in lieu of board and lodging outlined in Article X, Section 9. Elections by employees must be made in increments of workweeks except where the assignment for the week in question will be less than one workweek, in which case the election must be for the duration of the assignment that week. Each employee must notify the Supervisor on the jobsite or someone designated by him of his election not later than the first four hours of the first work period of the assignment and of any change not later than the first four hours of the first work period of any subsequent workweek.

8. Except as provided for in paragraph 7 above, an employee covered by Article X, Sections 7(b) and 9 who wishes to return to his home and the Company approves, the employee must make such election in increments of one week and must do so prior to the start of such assignment and thereafter make such an election on a weekly basis.
9. When an employee is assigned to work away from home for at least seven full days and he does not travel home during this period, he will receive \$20.00 in lieu of all necessary laundry expenses incurred while away from home. The employee will be eligible for this allowance after each additional seven-day full period has passed.
10. As an alternative to the travel expense and board and lodging allowances provided for in 1 and 2 above, employees may elect the allowances under the following option. The election to be covered under this option must be made by employees in increments of workweeks except where the assignment for the week in question will be less than one workweek, in which case the election must be for the duration of the assignment that week. Each employee must notify his Supervisor of his election not later than the first four hours of the first work period of the assignment and of any change not later than the first four hours of the first work period of any subsequent workweek.

Examples

- a. If any employee must travel to an assignment on Sunday in order to be available for work on Monday, he shall receive an allowance of \$65.00 in lieu of

Appendix 7

board and lodging and any other expenses, excluding travel time and mileage, if applicable, for Sunday.

- b. If an employee must remain away from home overnight Sunday through Thursday night, he shall receive four allowances of \$65.00 each in lieu of board and lodging and any other expenses for Monday through Thursday in addition to the allowance provided under (a) above. If the employee returns to his regular location on Friday and he travels during his regular daily work period, he shall receive an allowance of \$20.00 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Friday.
- c. If an employee must remain away from home Sunday through Friday night and he works at his temporary location on the immediately succeeding Saturday, and such work and travel time on Saturday is at least 11 hours, he shall receive an allowance of \$40.00 in lieu of board and any other expense, excluding travel time and mileage, if applicable for Saturday. However, if such work, including travel time, is less than 11 hours, he shall receive an allowance of \$20.00 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Saturday.

- 11. Emergency Exception. It is mutually agreed that the Company will provide board and lodging when employees are temporarily assigned duties at another location during emergencies (e.g., storm restoration).

/s/

Alexander L. Rogers, Jr.
Director of Labor Relations

/s/

Patrick M. Dillon, President
Michigan State Utility
Workers Council

MILEAGE AND TRAVEL TIME GUIDE
(For Use by Generating Plant Repairmen)

Campbell Complex →	35	80	180	210
	.7	1.6	4.2	4.6
Cobb Plant →	54	155	240	
	1.1	3.9	4.8	
Ludington Pumped Storage →	154	255		
	3.2	5.0		
Karn/Weadock Complex →	155			
	3.1			
Whiting Plant →	↑			

Daily Incidental Mileage at Each Location

Bay City (Training Center)	10 Miles
Campbell Complex	30 Miles
Cobb Plant	20 Miles
Ludington	25 Miles
Muskegon (Training Center)	10 Miles
Karn/Weadock Complex	25 Miles
Whiting Plant	30 Miles

This guide is based on normal driving conditions.

When driving time is 5.0 hours or more, allow 30 minutes for a meal.

NOTE: This guide is subject to change at any time by mutual agreement between the parties.

Appendix 8

June 1, 2005

Steven VanSlooten, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Dear Mr. VanSlooten:

During the 2005 OM&C Working Agreement negotiations, the parties discussed the possibility that Automated Meter Reading (AMR) technologies may be considered by the Company at some point in the future.

The parties agree that they may, at some point during this Working Agreement, enter into discussions pertaining to a pilot program for the purpose of evaluating the option of AMR.

Gregory A. Sando
Manager of Work Force Relations

Steven VanSlooten, President
Michigan State Utility
Workers Council

June 1, 2015

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO
4815 Lansing Road
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 OM&C Working Agreement negotiations, the Company and the Union discussed their mutual interest in ensuring that outages at the Company's generating plants and facilities are appropriately staffed during the workweek and on the weekend to ensure continuity of the work being performed by the OM&C employees. The parties also recognize that the strict application of the Article X, Section 24 of the Working Agreement may result in staffing that would not be most advantageous to have the work performed in an efficient and cost effective manner. The parties have agreed that the Company, during emergency and planned outages at any of its generating plants and facilities, may:

1. Establish extended workday/workweek schedules for all employees in the same occupational group consisting of straight-time hours plus overtime hours which are contiguous with their straight-time shifts. Such schedules may also be established for the employees' off-duty days consisting of overtime hours as set forth in Article XI, Section 14.
2. Assign employees to such extended workday/workweek schedules without applying the provisions of Article X, Section 24 and applicable arbitration decisions interpreting Article X, Section 24.
3. When the Company utilizes the extended workday/workweek schedule as provided for in 1 and 2 above, the Company will pay time and one-half for the first regular daily work period following such change in schedule in accordance with Article XI, Section 8 of the Working Agreement.

/s/
Alexander L. Rogers, Jr.
Director of Labor Relations

/s/
Patrick M. Dillon, President
Michigan State Utility
Workers Council

(Art. X, Sec. 24)

Appendix 10

June 1, 2015

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing Rd
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 OM&C Working Agreement negotiations, the Company and the Union discussed the need to utilize Company employees in the Electric Lines and Gas Lines to work a set schedule on weekends (Saturday and Sunday) to better meet the needs of our customers, recognizing the 24/7 nature of the utility business. As a result of these discussions, the parties have agreed to the following:

1. The Company will establish a weekend on-call shift schedule for employees that will consist of two sixteen-hour (2/16) regular straight time workdays wherein employees will be assigned to straight sixteen hour shifts between the hours of 6:00 AM to 10:00 PM on Saturday and 7:00 AM to 11:00 PM on Sunday. This will be considered the employee's regular work shift for that week. Such shift schedule will be the expected weekend on-call shift schedule, unless otherwise agreed to a different weekend on-call shift schedule between local management and local union(s) pursuant to Article X, Section 6.
2. In addition to the straight-time pay in 1 above, an employee working the Weekend On-Call Shift Schedule will receive premium of eight (8) hours of straight-time pay for the two-day assignment for a total of forty straight-time hours.
3. In addition to the straight-time pay as provided for in paragraph 1 above, employees on the weekend on-call shift schedule will receive a three-hour on-call premium for both Saturday and Sunday.
4. Employees working the weekend on-call shift schedule will also be eligible for shift premiums as provided for in Article XI, Section 16 of the Working Agreement.
5. Employees will receive one call-out credit for each day worked on such shift.

6. Holidays falling on an employee's regularly scheduled on-duty days shall be paid at eight (8) hours of regular straight-time pay. If the employee is required to work on a holiday that occurs on his off-duty-day, the employee shall be paid two times the employee's regular straight time pay for all hours worked as provided for in Article XI Section 12 (c) of the Working Agreement.
7. If an employee is required to work the weekend on-call shift schedule and a holiday occurs on one of the scheduled days, the employee shall be paid in accordance with Sections 1, 2 and 3 above, plus two times the employee's regular straight time pay for all hours worked.
8. Employees who are scheduled to work the Weekend On-Call Shift Schedule are not eligible to take paid personal time, such as paid personal days, vacation, etc. during such schedule. In the event an employee assigned to work such on-call shift schedule becomes sick prior to or while working such schedule and is unable to work a portion or his full two-day schedule, such employee will be eligible for a prorated amount of sick leave benefits up to forty-hours for that work week if otherwise eligible.
9. The Company will staff the on-call shift schedule crews based on their position on the overtime list unless the local management and local union agree to some other method per Article X, Section 6 of the Working Agreement. All hours worked on the on-call shift schedule or all hours turned down pursuant to this on-call shift schedule shall be charged against the employee's overtime hours.
10. Where the weekend on-call shift schedule is utilized, weekday on-call shall be Monday – Friday, unless a local agreement provides otherwise pursuant to Article X, Section 6.
11. Employees on the weekend on-call shift schedule shall have the preceding Monday-Friday as off-duty days.
12. The Friday before an employee's weekend on-call shift schedule shall be considered his R2 day. All other off duty days will be considered the employee's R1 days.
13. Employees on the weekend on-call shift schedule will not be eligible for scheduled work that interferes with their Saturday and Sunday on-call shift.

Appendix 10

14. If a crew from the on-call shift schedule is dispatched to an adjacent service territory, the Company will run AR-COS in the adjacent area simultaneously in an attempt to obtain local service territory area on-call or relief crew.
15. Mid-day and evening (up to three meals) meals shall be on paid time when the needs of the service permit such meals to be taken on paid time. Otherwise, any meals that are missed due to the needs of the service shall accrue a meal allowance for each such meal missed.
16. The President of the M.S.U.W.C. and the Director of Labor Relations may agree, in writing, to modify this agreement and/or agree to some other arrangement in order to better meet the needs of our customers.

/s/
Alexander L. Rogers, Jr.
Director of Labor Relations

/s/
Patrick M. Dillon, President
Michigan State Utility
Workers Council

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

We have engaged in a number of discussions concerning whether certain types of work are included within the scope of Article X, Section 23 of the Working Agreement, without prejudicing our future position pertaining to the meaning or application of Article X, Section 23.

Among the items of work which have been in dispute between the parties, as to whether the work is covered by Article X, Section 23, are 46, 138 and 345 Kv construction work. The Company now agrees that the same considerations will govern the contracting of 46 Kv electric line construction as govern lines of lesser voltage under Article X, Section 23. The Company will notify the Union in advance of contracting out 46 Kv work. It is understood that the Hamlin Case (66-114), and all cases held in abeyance, is settled by this understanding, and withdrawn from arbitration.

Secondly, we have agreed to establish a new administrative procedure to determine the applicability of the provisions of Article X, Section 23 to all new Bulk Power projects.

In addition to the foregoing, we have discussed the application of Article X, Section 23 to the delivery of electric appliances. The Company has agreed to construe such work to be within the scope of this Article if there are adequate appliance deliveries from a headquarters to fully utilize a two-man appliance delivery crew and necessary equipment.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

Appendix 12

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

We have discussed certain problems pertaining to the application of Article X, Section 23 of the Working Agreement. One problem which you have raised is the fact that certain contractors work their employees on Saturdays of certain weeks in order to make up for holidays which have been taken during such weeks. Although allowing the contractor to utilize such a "workweek" has been found in Arbitration not to be in violation of the third sentence of Article X, Section 23, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas or electric distribution work for the Company to a four-day week in those weeks during which a holiday provided in Article XI, Section 12 of the Working Agreement is observed on a weekday by those of his employees who are working on projects for the Company. Further, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas or electric distribution work for the Company to a three-day week in those weeks during which two holidays provided in Article XI, Section 12 of the Working Agreement are observed on weekdays by those of his employees who are working on projects for the Company. However, it must be recognized that most existing contracts do not give the Company the power to restrict the contractor in this regard.

Similarly, you have raised the issue of contractors changing the schedules of their employees so that Saturdays are substituted for inclement days upon which the contractor's employees do not work. For example, a contractor who has scheduled his employees to work on Monday through Friday may change the schedule to be Monday, Tuesday, Thursday, Friday and Saturday if there is inclement weather on Wednesday. Although allowing this practice does not violate the third sentence of Article X, Section 23, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas or electric distribution work for the Company to a four-day week in those weeks in which one of the contractor's

workdays is cancelled because of inclement weather. Once again, it must be recognized that most existing contracts do not give the Company the power to restrict the contractor in this regard.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

Appendix 13

June 1, 2000

Mr. James Reilly, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, Michigan 48933

Dear Mr Reilly:

During the 2000 Working Agreement negotiations, the Executive Board of the Michigan State Utility Workers Council stated that certain employees, who were scheduled to work other than a day-time schedule, were not permitted reasonable time off work when they were called to serve as jurors or subpoenaed to appear as witnesses in court, or before any other body empowered by law to compel attendance of witnesses by subpoena, and at some Company locations an arbitrary maximum time has been established.

The Company recognizes these legal and civic responsibilities of its employees and assures you that a reasonable attempt will be made to accommodate their needs. An employee's supervisor can accomplish this goal in several ways, depending on the employee's schedule and the time required in Court, or other location which may be specified in the subpoena. These include, but are not limited to: (1) a change in schedule without cost to the Company, (2) granting an employee's request to be reassigned to the day shift subject to the following conditions: (a) the request for reassignment is made at least three days prior to the proposed change in work schedule; (b) the reassignment is made in increments of a workweek starting with the beginning of the employee's workweek; and (c) no schedule change premium will be paid to such employee as a result of his reassignment to the day shift, (3) a reasonable delay in reporting for his regular starting time, and (4) a reasonable period of time off from his shift to prepare for the Court required attendance.

Yours very truly

Gregory A. Sando
Manager of Labor Relations
(Art. X, Sec. 25)

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 W. Lenawee
Lansing, MI 48933

Dear Mr. Gray:

During the 1980 Working Agreement negotiations, the Company and the Union agreed that certain employees described in Article XI, Section 7(c) have the opportunity for shift preference. This letter sets forth the procedures in administering that shift preference.

1. Written requests for shift preference must be submitted by the employee to his immediate supervisor at least two weeks prior to December 1, 1980, and may be submitted at any time thereafter.
2. Shift assignments will be made in accordance with the provisions of Article XI, Section 7(c) except:
 - a. Employees newly assigned to a group will not be eligible or affected by the provisions of such Subsection during their first 6 months in the group.
 - b. Employees may be placed on any shift for temporary assignments including assignments for training purposes.
3. When existing schedules are changed or a new shift established at times other than the first Monday in February, employees will be given notice of the establishment of the new schedules or shifts and have a two week period in which to submit a written preference request. Such preference will be used for the filling of the changed schedule or new shifts.
4. The Company may limit the movement of employees to a given shift to 50% of the employees in each classification on such shift.
5. The employee must be fully capable of performing all of the duties normally performed by the classification on the desired shift.

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6. If the Company is unable to fill a vacancy on a given shift in accordance with the provisions of Article VII, Section 7, the vacancy, if other than a temporary vacancy, will be filled by reference to the preference forms on file.

7. The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Director of Labor Relations may change this agreement at any time, by mutual agreement.

Yours very truly,

/s/

G. A. Sando
Manager of Labor Relations

(Art. XI, Sec. 7(c) & App. Ltr. 15)

September 1, 1980

Mr Frank H Davis, President
Michigan State Utility Workers
Council, AFL-CIO
408 Security Building
Jackson, MI 49201

Dear Mr Davis

During the 1980 Working Agreement negotiations, the Executive Board of the Michigan State Utility Workers Council requested that an employee elected to the office of Local Union President be placed on the "day" shift for the term of his office.

The Company agrees that, upon written request, a Local Union President who is assigned to other than a "day" shift, will, if practicable, be reassigned to the "day" shift. No change of schedule premium will be paid to such Local Union President as a result of the application of the provisions of this letter.

Yours very truly

William R Mills
Director of Union Relations

(Art. XI, Sec. 7(c) & App. Ltr. 14)

Appendix 16

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations your Union was concerned about the Company's administration of Article XIII, Section 1(b) and 1(c), and claimed that those Sections were applied to particular employees in such a way that those employees, whom the Union claimed did not have bad attendance records, and about whom the Company should not have been concerned as to the validity of their reasons for particular absences, were required to submit proofs in substantiation of their absences.

The Company's representatives stated to you repeatedly what this letter says: It is not the Company's intention to harass good employees because of their occasional absences. While the Company accepts the Union's argument that both the Union and the Company have responsibilities for the administration of the Working Agreement, it does not follow that the responsibilities of either party are diminished by the fact that each party shares those responsibilities. The Company does not want its supervisors to treat the occasional absences of good employees as though those employees had bad records, or as though the Company had any general reason to suspect that the reasons for the absences of those employees were always in doubt. The Company will endeavor to see to it that such employees are not so treated.

But the Company does intend to put employees with bad sick leave records to the test of proofs in connection with their absences, and does not wish to make absences a matter of convenience for those employees.

Yours very truly

John W Scott
Director of Union Relations
JWS/aks

(Art. XIII, Sec. 1(b) & 1(c))

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations the Executive Board of the Michigan State Utility Workers Council requested the Company's position as to when an employee would be paid for his absence for medical treatment for his wife or child when appointments outside of working hours are not practicable and the presence of the employee is required. It is the Company's position that when the situation requires the employee's presence under circumstances where only the employee can fulfill the need in the situation he shall be excused for a reasonable length of time without loss of his straight-time pay.

Yours very truly

John W Scott
Director of Union Relations

JSW/aks

(Art. XIII, Sec. 6)

Appendix 18

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers Council
Utility Workers Union of America, AFL-CIO
402 Security Savings & Loan Building
115 West Michigan Avenue
Jackson, MI 49201

Dear Mr Hicks

At a meeting held on July 19, 1968 the Company discussed with the Michigan State Utility Workers Council a Customer Service Department job combination.

This is to assure you that the Company has no intention of putting that combination into effect during the life of the forthcoming Working Agreement.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/ddc

(Art. XV, Sec. 7)

September 1, 1983

Mr Frank H Davis, President
Michigan State Utility
Workers Council, AFL-CIO
505 South Jackson Street
Jackson, MI 49203

During the 1983 Working Agreement negotiations, the Company and the Union discussed the work of the Gas Customer Services Group.

The parties agree that all employees higher rated than the Customer Meterman in the Gas Customer Services Group may perform straight electric single-phase meter read ons and read offs.

/s/

William R Mills
Director of Union Relations

/s/

Frank H Davis, President
Michigan State Utility
Workers Council, AFL-CIO

(Art. XV, Sec. 1)

Appendix 20

September 1, 1986

Mr Emil L Vredenburg, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

During the 1983 Working Agreement negotiations, the Union and the Company discussed the problem of training employees and getting meters read.

It is agreed that the combination jobs of Single Phase Meter Worker/Meter Reader and Customer Meter Worker/Meter Reader may be established in any headquarters, in appropriate numbers, by the Company to train employees, to achieve more efficient scheduling of meter reading routes and to perform any of the work which may be assigned to Single Phase Meter Workers or Meter Readers (in the case of Single Phase Meter Workers/Meter Readers) or Customer Meter Workers or Meter Readers (in the case of Customer Meter Workers/Meter Readers). No such combination job will be created for the purpose of laying off any employee in the Electric Meter, Gas Customer Services or Meter Reading occupational groups. No such combination employee will be required to read Meter Reader routes more often than 120 days per year. Vacancies in these jobs will be filled under the provisions of Article VII, Section 9.

Employees in higher classifications in the Electric Meter Group and the Gas Customer Services Group will not be required to read Meter Reader routes under the provisions of this Agreement nor will they be assigned to fill these combination jobs when day-to-day absences occur due to illness, vacation or other reasons.

This agreement is not intended to alter the Job Descriptions of the existing classifications in the Gas Customer Services and Electric Meter occupational groups.

This letter will replace the letter dated September 1, 1983 from Mr Mills to Mr Davis on the same subject.

William R Mills
Director of Union Relations

Emil L Vredenburg, President
Michigan State Utility
Workers Council, AFL-CIO

(Art. XV, Sec. 7)

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers Council
Utility Workers Union of America, AFL-CIO
402 Security Savings & Loan Building
115 West Michigan Avenue
Jackson, MI 49201

Dear Mr Hicks

Until further notice, the Company intends to pay the normal fees for licenses obtained and maintained by employees covered by the Agreement solely at the request of the Company.

Further, an employee required to take a license examination in order to obtain such a license will be permitted to do so without loss of his straight-time pay.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

Appendix 22

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility
Workers Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

I am sure you appreciate that the Company does not wish to place itself in a position where assignments of inspection work to its own employees would result in reduced efficiency, or curtailment of the ability of the Company to get its work done because of the number of Company employees assigned to inspection. Where assigning Bargaining Unit employees to cross-country inspection will not create such a problem, the Company proposes to assign such employees to perform such inspection work.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council , AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Reilly:

During the 2000 Working Agreement negotiations, the parties discussed the problems of electric and gas underground construction and agree that Electric or Gas Distribution employees may, in addition to their other duties, be assigned to install any underground utilities of any kind, notwithstanding anything to the contrary in any arbitration decisions between the parties and/or the Gas Reevaluation dated October 21, 1998. In addition, the parties agree that while the Company is not required to do so, it may also utilize the current procedure, as set forth below:

1. A crew consisting of an employee from the Gas Distribution Department and an employee from the Electric Distribution Department may be assigned to install underground gas services and mains and electric services, secondaries, primaries, and associated equipment ("service mains").
2. Each employee will assist the other in the installation of underground services and mains, ie, the Electric Lines employee will assist the Gas Lines employee with the installation of underground gas services and mains and the Gas Lines employee will assist the Electric Lines employee with the installation of underground electric services and mains.
3. Work necessary for the installation of either underground gas or electric facilities (eg, trenching, backfilling) may properly be performed by either employee.
4. This Agreement applies to the installation of gas and electric and any other underground utilities.
5. This Agreement is not intended to be an interpretation of the terms of the Working Agreement with respect to the work performed by any other occupational group or groups.

GASando
Manager of Labor Relations

James R. Reilly, President
Michigan State Utility
Workers Council, AFL-CIO

Appendix 24

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing Rd
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 Working Agreement negotiations, the Company and the Union (the Parties) discussed their mutual concerns regarding higher classifications within the Electric Lines occupational group applying for Basic Line Apprentice (BLA) job postings.

The Parties recognize that the purpose of the BLA classification is to provide an apprentice training process for individuals who are newly entering the Electric Lines group in order to progress to a Journeyman Line Worker over a set period time.

Allowing employees in higher Electric Lines group classifications to apply and fill these postings defeats that purpose and can negatively impact crewing in the areas where the BLA vacancies are posted.

For the above reasons, the Parties agree that employees in higher Electric Lines classifications are not eligible to apply for BLA postings.

/s/

Alexander L. Rogers, Jr.
Director of Labor Relations

June 1, 2010

Mr. Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

You have asked the Company to verify in writing certain of our understandings with regard to posting, layoffs and recall.

For purposes of Article VII, Sections 5, 9 and 17, the Electric Operations Group will be considered to be a part of the Alma headquarters; and the General Meter Shop and the Salvage Group will be considered to be a part of the Jackson headquarters. Employees in Gas T & S headquarters located in Energy Distribution headquarters shall be considered as part of the Energy Distribution headquarters in which they are located, except for purposes of Section 17(f) of Article VII, in which case they shall be considered a separate headquarters.


Timothy P. McCloskey
Director of Labor Relations

(Art. VII, Sec. 5, 9 & 17)

I. SCHEDULED OVERTIME AND CALL-BACK

4 Hr Before	Regular Starting Time	Regular Quitting Time	3 Hr After
<u>Less Than 4 Hr</u>	<u>Plus Regular Shift = 0 Meal Allowance</u>		
<u>4 Hr</u>	<u>Plus Regular Shift = 1 Meal Allowance</u>		
<u>More Than 4 Hr</u>	<u>Plus Regular Shift = 2 Meal Allowances</u>		
	<u>Regular Shift Plus</u>	<u>3 Hr</u>	<u>= 1 Meal Allowance</u>
	<u>Regular Shift Plus</u>	<u>Called Back Within 2 Hr</u>	<u>= 1 Meal Allowance if Employee Hasn't Eaten</u>

II. SCHEDULED OVERTIME OFF DUTY DAY AND NOT REQUIRED TO CARRY LUNCH

4 Hr Before	Regular Starting Time	Midshift
Starts Wk in This Period	 Continues Till Midshift	= 1 Meal Allowance
More Than 4 Hr = 1 Meal Allowance	Plus 1 Meal Allowance if Continues to Midshift	Regular Quitting Time 3 Hr After
More Than 4 Hr	2 Meal Allowances	Wk Cont'd 3 Hr = 1 Meal Allowance
	Starts on Midshift Starts Prior to Midshift = 1 Meal Allowance and if work Cont'd	3 Hr = 1 Meal Allowance

7 Hr Before	Regular Starting Time	Midshift	Regular Quitting Time	3 Hr After
Starts at Least 1 But Less than 7 Hr Before = 1 Meal Allowance	Plus Meal Allowance if Continues to <u>Midshift</u> .		Work Cont'd 3 Hr	= 1 Meal Allowance
Starts 7 or More Hr Before = Two Meal Allowances	Plus Meal Allowance if Continues to <u>Midshift</u> .		3 Hr	= 1 Meal Allowance

- A. Call Out On Duty Day: When called out and time worked is not adjacent to regular shift, furnish a meal allowance after five hours of work and additional meal allowances at intervals of five hours.
(If not covered in the Charts above)
- B. Call out Off Duty Day: Furnish meal allowance after five hours of work and additional meal allowances at intervals of five hours.
(If not covered in the Charts above)
- C. No working time will accrue during any time period that employees have been permitted to leave their jobs to travel, obtain and eat a breakfast, lunch or "meal."

EXPLANATION OF MEAL CHART

Definition of Terms

Scheduled Overtime - Work assignment made prior to the end of the previous workday of the affected employee or at least 16 hours in advance of the start of said work assignment.

Call-Back - Refers to situation in which employee is called back to work within the two-hour period immediately following the end of his regular day.

Employee Not Required To Carry Lunch - Refers to a work situation in which an employee is scheduled to work an unspecified length of time, usually expected to be less than eight hours in duration.

Meal Allowance - \$20.00 payment in lieu of a meal, travel time and time spent eating a meal.

Diagram I - Explanation of Chart

A. Scheduled Overtime - Either On- or Off-Duty Day

The employee must work at least four hours immediately preceding the regular starting time to be eligible for any meal allowance.

If the employee works at least four hours prior to the regular starting time and continues working until midshift, he is eligible for a meal allowance.

If the employee works more than four hours immediately preceding the regular starting time, he is eligible for a meal allowance if he works until starting time and if the work continues until midshift, he is eligible for an additional meal allowance.

B. Continuation or Call-Back - Either On- or Off-Duty Day

If the employee works the regular daily work period and continues work for three hours after the regular quitting time, he is eligible for a meal allowance. If the work continues, he is eligible for additional meal allowances at intervals of five hours.

If an employee works the regular daily work period and is called back to work after being released and such call-back is within two hours after the regular quitting time, the employee is eligible for a meal allowance if he hasn't

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eaten. If the work continues, he is eligible for additional meal allowances at intervals of five hours commencing three hours after the end of his regular daily work period.

Diagram II - Scheduled Overtime Off-Duty Day - Not Required To Bring Lunch

- A. If the employee begins work prior to midshift up to and including four hours prior to the regular starting time and continues working until midshift, he is eligible for a meal allowance.
- B. If the employee works more than four hours prior to the regular starting time and continues working until the regular starting time, he is eligible for a meal allowance and if he continues to work until the midshift, he is eligible for an additional meal allowance.
- C. If the employee starts at or prior to midshift and continues to work for three hours after the regular quitting time, he is eligible for a meal allowance and if the work continues, he is eligible for additional meal allowances at intervals of five hours.

Diagram III - Call-Out Prior To And Adjacent With Regular Shift - On-Duty Day Or Off-Duty Day

- A. If the employee is called out and works at least one but less than seven hours prior to the regular starting time, he is eligible for a meal allowance two hours after he reports for work, and if the work continues until midshift, he is eligible for an additional meal allowance.
- B. If the employee is called out and works seven or more hours prior to the regular starting time, he is eligible for a meal allowance two hours after he reports for work, and he is eligible for an additional meal allowance if he works until his regular starting time, and if the work continues until midshift, he is eligible for an additional meal allowance and if work continues for three hours past his regular quitting time, he is eligible for an additional meal allowance and if the work continues, he is eligible for additional meal allowances at intervals of five hours.
- C. Call-Out Not Adjacent To Regular Shift - The employee is eligible for a meal allowance after approximately five hours of work, and if the work continues, he is eligible for additional meal allowances at intervals of five hours.

June 1, 2005

Steven VanSlooten, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Dear Mr. VanSlooten:

During the 2005 OM&C Working Agreement negotiations, the Company and the Union discussed their mutual interest concerning achieving an accident and injury-free workplace for all employees. In order to create and establish a culture of "Safety First", which is necessary and critical to employees working on Company facilities and equipment, the parties have agreed, as soon as practicable after the ratification of the 2005 OM&C Working Agreement, to:

- Establish a Joint Safety Committee to increase employee awareness and commitment to safety initiatives, programs and processes.
- Commission a Joint Planning Committee to establish the composition, roles and responsibilities of the Joint Safety Committee.
- Meet for the purpose of establishing operating unit safety representatives, with jointly agreed upon duties, responsibilities and safety performance objectives.

The parties recognize that cooperation is critical to successful safety performance. The parties also agree that labor/management issues should not interfere with our efforts to achieve our safety goals. The Executive Board of the Union and the Director of Labor Relations will address any issues that jeopardize these efforts.

Gregory A. Sando
Manager of Work Force Relations

Steven VanSlooten, President
Michigan State Utility
Workers Council

Appendix 28

June 1, 2015

Mr Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing Road
Charlotte, MI 48813

Dear Mr. Dillon:

We have discussed the Company's desire to operate more efficiently in the Material Services, Electric Meter, Meter Reading and Energy Distribution Groups, excluding Electric Lines and Gas Lines. We have agreed, that such employees may be scheduled to work on a Monday through Friday basis on other than a day time schedule and that starting times for such schedules may begin between 6 AM and 11 AM, inclusive, unless otherwise agreed by the Director of Labor Relations and the Michigan State Utility Workers Executive Board, notwithstanding any provision of the Working Agreement to the contrary.

Employees in Electric Lines and Gas Lines, excluding EIRP employees, hired before June 1, 2015 may be scheduled to work on a Monday through Friday basis and the starting times for such schedules shall begin between 6 AM and 8 AM, inclusive, unless otherwise agreed to by the Director of Labor Relations and President of the MWUWC. (The above does not apply to current afternoon shift schedule employees in Electric Lines).

Employees who transfer or are hired on or after June 1, 2015, into Electric Lines and Gas Lines, excluding EIRP, shall have starting times for such schedules that begin between 6 AM and 8 AM or schedules starting at 3 PM, as determined by the Company. In addition, employees who are or may become grandfathered under the Afternoon Shift Schedule Agreement and who then transfer to Electric Lines or Gas Lines (excluding EIRP) on or after June 1, 2015 or an employee who accepts a promotion within his occupational group to fill a position on a shift covered by this Appendix Letter, shall have starting times for such schedules that begin between 6 AM and 8 AM or schedules starting at 3 PM, as determined by the Company.

However, staffing of the 3 PM shift schedule for Gas Lines shall be limited to ten percent (10%) of the overall number of Gas Lines Occupational Group employees within a headquarters where such 3 PM shift schedule is utilized.

It is further agreed, however, that local management will establish, in each headquarters, not more than three schedules during any week for each occupational group covered by this agreement.

Where such schedules are established, they shall be non-rotating and each affected qualified employee, by classification, will be given his choice of schedule based on seniority. Such choice will be made at least two weeks prior to the time the schedules are established, and thereafter on the first Monday in February of each calendar year.

The employee's choice of schedule will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such schedule, will permit. Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of Article XI. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority.

In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of Article XI if the change in schedule results from the application of this choice of schedule provisions.

It is also agreed that as long as this letter is in effect, the scheduling provisions of Article XI, Section 7(b) will not be utilized.

Agreed:

Consumers Energy

Michigan State Utility
Workers Council

/s/

Alexander L. Rogers, Jr.
Director of Labor Relations

/s/

Patrick M. Dillon
President Michigan State
Utility Workers Council

(Art. XI, Sec. 7(b), 8 and 11)

Appendix 29

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

During the 1989 Working Agreement negotiations we agreed, in order to improve the Company's operating efficiency, that a limited number of Electric Meter Group employees may be assigned to other than a daytime schedule as defined in Article XI, Section 11a. This letter further defines the terms of our agreement.

In the case of Electric Meter Group employees, such assignments will be restricted to one employee performing single-phase meter work in each of not more than seven of the "larger headquarters." An employee so assigned will be provided a paid lunch period of 30 minutes, including clean-up and travel time, at such time as may be designated by the Company.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

/s/

G. A. Sando
Manager of Labor Relations

June 1, 2010

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Dillon:

During the 2010 OM&C Working Agreement negotiations, the Company and the Union discussed the issue of the future status of the Meter Reading Occupational group due to effects of the implementation of Smart Grid technology by the Company. At the present time, it is not known what impact the implementation will have on employees in that group, such as how many, if any, new positions will be created by the implementation of this technology or how many, if any, Meter Readers will be needed after the Smart Grid technology is implemented. It is clear, however, that the Company will not need a Meter Reading work force of the size it is today.

As a result, the Company commits to the following regarding the current Meter Reading employees.

1. Meter Readers who were hired prior to December 1, 2004 and who are covered by the provisions of Appendix Letter 46 will continue to have the employment security and wage rate protections of Appendix Letter 46. Such employees will be treated as follows:
 - a. Such Meter Readers will be assessed, prior to deployment of the Smart Grid in their headquarters, to determine which areas of the Company they may be qualified to work in. The assessment will involve the employee taking any required tests, participating in required pass/ fail orientations, patterned interviews or other required pre-transfer assessments that may be developed for the occupational groups the employee is interested in.
 - b. If such employee passes the requirements as provided for in "a" above, the employee will be considered qualified for any labor grade 7 or lower position, in those selected occupational groups, that he may bid on per Article VII Section 9 of the Working Agreement or if he is laid off from his group at the time of Smart

Appendix 30

- c. Grid implementation, absent any other reasons for disqualification.
 - d. Such employees will be considered qualified over other employees for any new OM&C jobs that may result from the implementation of the Smart Grid if the employee otherwise meets the specific qualifications and certifications or other assessments and requirements for such positions absent any other reason for disqualification.
 - e. If such employees are able to meet the specific qualifications, certifications, and/or other requirements when vacancies for OM&C jobs are available, they will be considered for such vacancies over Meter Readers who are not covered by Appendix Letter 46 and candidates from the street.
2. Meter Readers hired after December 1, 2004 are not covered by the employment security and wage rate protection provisions of Appendix Letter 46 and will be subject to the following:
- a. Such Meter Readers will be assessed prior to deployment of the Smart Grid in their headquarters as provided for in 1.a above.-
 - b. Such employees will be given preferred consideration over other employees, except for employees in Section 1 above, for any new OM&C jobs that may result from the implementation of the Smart Grid if they otherwise meet the specific qualifications and certifications and other requirements for such positions. If such employee passes the requirements as provided for in "a" above, the employee will be considered qualified for any labor grade 7 or lower position, in those selected occupational groups, that he may bid on per Article VII Section 9 of the Working Agreement or if he is laid off from his group at the time of Smart Grid implementation absent any other reasons for disqualification. These Meter Readers will be considered after those in Section 1 above.
 - c. If such employees are able to meet the specific qualifications, certifications, and/or other requirements when vacancies for OM&C jobs are available in the areas the employees may qualify for, employee will

be considered qualified for any labor grade 7 or lower position in those selected occupational groups that he may bid on per Article VII Section 9 of the Working Agreement or if he is laid off from his group at the time of Smart Grid implementation, absent any other reasons for

- d. disqualification. These Meter Readers will be considered after those in Section 1 above.
 - e. Such employees will retain Article VII, Section 17 rights of the Working Agreement in the event such employees have not accepted another internal OM&C job before being laid-off.
 - f. If such employees are eventually laid-off to the street they will receive 2 times their normal separation pay.
3. Meter Readers hired on or after June 1, 2010 and not covered by the provisions of Appendix Letter 46 will be covered by Article VII, Section 17 of the Working Agreement and the regular separation benefits set forth in Article XVII of the Working Agreement.

/s/

Timothy P. McCloskey
Director of Labor Relations

/s/

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

Appendix 31

June 1, 2010

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Dillon:

The provisions of Article X, Section 10(h) shall not apply to an Energy Supply employee assigned to the Mechanical Repair Group, Electric Repair Group, Building Utility Worker Group, Yard and Coal Handling Group, Janitor Group, and Generating Plant Stockkeepers. If such employee is eligible for a meal allowance under Subsection (b), (c), (d), (e) or (f) of Article X, Section 10, he will be given the following options: 1) He may remain at the Plant and arrange with his supervisor to leave his job for 30 minutes to obtain and eat a Plant vending machine meal (the 30 minute period shall be without loss of pay and shall include "clean-up" time); or, 2) He may request to leave the plant, in which case the provisions of Article X, Section 10(h) will apply.

/s/

Timothy P. McCloskey
Director of Labor Relations

/s/

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

(Art. X, Sec. 10(h))

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Employees in Energy Distribution who are not assigned to report directly to outside job sites will not be assigned to a four day, 10-hour per day workweek.

Contractors' employees performing work customarily performed by bargaining unit employees in Energy Distribution will not be scheduled to work four day, 10 hour per day workweeks. Contractors' employees working five 8-hour day workweeks will be considered to be restricted "to the same workweek as that established for employees under this Agreement," for the purposes of Article X, Section 23.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

/s/

G A Sando
Manager of Labor Relations

Appendix 33

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

It is agreed that if the FlexFund Plan for Health Care Expense Reimbursement, the FlexFund Plan for Dependent Care Expenses, or the Flexible Benefits Plan for Health Care Premiums is terminated for the Company's Operating, Maintenance and Construction Employees, the same Plan or Plans will be terminated for the Company's Salaried Employee - Weekly and Executive, Administrative and Professional employees.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

/s/

G A Sando

AGREED:

/s/

Bernard L. Gray
President, MSUWC, AFL-CIO

June 1, 2010

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Dillon:

During the 2010 OM&C Working Agreement negotiations, the parties discussed their mutual interest in establishing a Long Term Disability plan for OM&C employees in lieu of the second sick leave bank provided for in the Working Agreement.

Therefore, effective January 1, 2012, the Company will provide a Long Term Disability (LTD) plan in-lieu of the second sick leave bank provided for in Article XIII, Section 1 (e) of the Working Agreement and there will no longer be a second sick leave bank available after that date. Notwithstanding the above, an employee who on January 1, 2012 is on sick leave or who would not be considered actively at work under the standard LTD plan due to sickness or injury will not be included in the LTD plan but will continue to be covered under the provisions of Article XIII, Section 1 (e) of the Working Agreement until the employee either exhausts the sick leave provisions of the Working Agreement as in effect prior to this amendment or has returned to work and is eligible for the LTD plan.

The separate LTD plan covering the employees will be on a standard policy of the insurer with standard terms and provisions relating to such items as preexisting conditions, offsets, definitions and limitations. Employees will become eligible for LTD benefits, per the terms of the LTD plan, following a nine (9) month qualification period for any illness or injury commencing after the employee's eligibility date.

Such LTD plan will be at Company expense and will provide 50% of the employee's regular straight-time pay up to age 65 (or older depending on the age of the employee at disability) under the specific terms of the plan. Employees will be afforded the opportunity to purchase additional coverage for 60% of their regular straight-time pay.

An employee who, after January 1, 2012, is on paid short-term sick leave pay at the end of a calendar year will have unused short-term sick leave pay benefits carry over into the following calendar year and will not receive a new sick leave bank if the

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absence is of an on-going basis where the employee is not expected to come back to work prior to January 1. The employee will, if necessary, be placed on a leave of absence per the provisions of Article VII, Section 16 (d) of the Working Agreement until such time he is either eligible for LTD or until such leave of absence terminates.

Employees who have used a portion of their previous year of sick leave bank in the current year and subsequently are fully recovered and return to work full time, with Company approval, and after 31 consecutive calendar days of return to work, may be eligible for additional short-term sick leave bank benefits not to exceed the amount they otherwise would have been eligible for had a new sick leave bank been established for them on January 1 of the current year.

/s/

Timothy P. McCloskey
Director of Labor Relations

/s/

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

June 1, 2015

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
4815 Lansing Road
Charlotte, MI 48813

Dear Mr. Dillon:

During the 2015 OM&C Working Agreement negotiations, the Company and the Union discussed their mutual interest of storm response and call-out response.

In order to address this mutual concern, the parties have agreed to the following:

1. Individual Storm Response Requirements for the Electric Line Group

The parties have mutually agreed to create an Individual Response Requirement for each of the Electric Distribution headquarters:

- A. Employees will be required to respond to a minimum of 50% of storm restorations.
- B. Circumstances under which the meal, pay rate, working hours and rest periods commence for storm restoration calls:
 - all Electric Line Group employees in a headquarters are called to respond (“all hands” on deck), and
 - crews or contractors coming into headquarters to work from other headquarters,
 - crews leaving their headquarters to work in other headquarters.
- C. Acceptable reasons to be unavailable for call-outs or storm restoration overtime include:
 - i. FMLA leave
 - ii. Sick Leave
 - iii. Absence due to Work Related injury / illness
 - iv. Leave of absence
 - v. Vacation*
 - vi. Full-day paid absence*
 - vii. Death in Family
 - viii. On rest period*
 - ix. Disciplinary layoff

X. union Business (i.e. State Council Meeting)

* Upon approval of the employee's supervisor.

Extenuating circumstances may be considered on a case-by-case basis for other unique situations such as personal emergencies or special occasions. Employees shall notify their immediate supervision ahead of time of such situations whenever possible.

- D. The special schedule and pay provisions set forth in Sections 2, 3 and 4 below apply only to work performed during storm restorations under this Agreement and shall terminate when the Company determines that the storm restoration work is completed. Article XI, Section 8 does not apply to this provision.
- E. The storm response list will reset at 100 percent annually.

2. Local Headquarters Assignments

- A. The Company will determine the need to activate the local headquarters to respond to a storm. When a local headquarters is activated, all employees in that headquarters will be called to respond. In addition, the Company will exhaust the local headquarters overtime list before going to other headquarters.
- B. Such employees will work a 16/8 working schedule and will be paid at two times their regular straight-time rate for all restoration hours worked
- C. For purposes of this Agreement, the rest period of employees who are working a 16/8 schedule shall be 8 hours after working for 16 consecutive hours in such capacity. Employees will receive a 9 hour rest period after the storm restoration work is completed.
- D. Refer to Attachment "A" for meals and/or per diem.

3. Assignments Outside of Headquarters

- A. The Company will determine which headquarters and the number of employees and classifications to utilize for such assignments. Employees will be selected based on their position on their overtime list.
- B. Employees will work a 16/8 working schedule and will otherwise be subject to the provisions of 2.B. and 2.C. above.
- C. Refer to Attachment "A" for meals and/or per diem.

4. Off-System (non-Company storm) Assignments

- A. The Company will determine which headquarters and the number of employees and classifications to utilize for such assignments. Employees will be asked to accept such assignments based on their position on their over-time list. Such employees will be paid at two times their regular straight-time rate of pay for the duration of the assignment
- B. The rest period of such employees shall be as provided for in 2.C. above.
- C. Employees who accept the off-system assignment will be paid a per diem and meal allowances. Refer to Attachment "A" for meals and/or per diem.
- D. Employees will receive a 9 hour rest period after the storm restoration work is completed.

5. Individual Overtime Response Requirements

All employees must respond to 35% of all call-outs on a quarterly basis. See Attachment "B" for the specific implementation rules.

6. Storm/Call-out response incentive:

- A. Employees who respond to 70% of storm call-outs on an annual basis will receive a \$1000 annual bonus.
- B. The annual period will be from June 1st to May 31st each year of the Working Agreement beginning in June 1, 2015 through May 31, 2016.
- C. Payout of the bonus will occur no later than July 1 of each respective year.

The Company and the Union agree to meet on a quarterly basis to discuss this Agreement. The President of the Michigan State Utility Workers Council and the Company's Director of Labor Relations may make changes to this Appendix Letter at any time by mutual agreement.

If the Company fails to meet through application of this procedure, the then current Michigan Public Service Commission (MPSC) response requirements for two consecutive quarters and the parties fail to reach a mutual agreement to address the failure in response requirements, this agreement terminates. In this event, the Company reserves its right to implement other measures to address overtime response and the Union reserves its right to contest any actions by the company in this matter.

/s/
Alexander L. Rogers, Jr.
Director of Labor Relations

/s/
Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

PER DIEMS/MEAL CHART FOR STORM WORK

The following is in lieu of meals and/or per diems provided for in Article X, Sections 9&10 and Appendix Letter 7 of the Working Agreement.

Local Headquarters Storm – applies to all Electric Distribution employees (\$40 max/day)

- If company provides 2 meals = 0 meal allowances/day (\$0)
- If company provides 1 meal = 1 meal allowance/day (\$20)
- If company provides 0 meals = 2 meal allowances/day (\$40)*

*Maximum meals allowed

Assignment Outside of Headquarters – applies to all Electric Distribution employees (\$60 max/day)

- If company provides 3 meals = 0 meal allowances/day (\$0)
- If company provides 2 meals = 1 meal allowance/day (\$20)
- If company provides 1 meal = 2 meal allowances/day (\$40)
- If company provides 0 meals = 3 meal allowances/day (\$60)*

*Maximum meals allowed

Off-System (non-Company storm) Assignments – applies to all employees on Off-system_assignment (\$80 max/day)

\$20 per diem/day for incidentals +

- If company/host co. provides 3 meals = 0 meal allowances/day (\$0)
- If company/host co. provides 2 meals = 1 meal allowance/day (\$20)
- If company/host co. provides 1 meal = 2 meal allowances/day (\$40)
- If company/host co. provides 0 meals = 3 meal allowances/day (\$60)*

*Maximum meals allowed

Guidelines

- Breakfast and dinner should generally be a “hot meal” in order to constitute a company provided meal
- A “box lunch” or equivalent should generally constitute a company provided meal

Employees performing storm restoration are only entitled to the meals and/or per diems referred to in this Attachment “A”.

Electric Lines Overtime and Call-Out Response Requirements

I. Overtime Response Requirements:

Effective July 1, 2010, all Electric Lines OM&C employees are required to accept 35% of all overtime call-out opportunities per each calendar quarter.

- Scheduled and continuation overtime is not included. Only call-out overtime and on-call is being utilized for purposes of this response requirement.
- During times employees are on-call, each call-out while on-call will count as .5 of a response toward the 35% rate.
- Employees who have at least six call-out opportunities in a calendar quarter and have not accepted at least 35% of the assignments will, absent an acceptable reason for not accepting such calls, be subject to progressive disciplinary action.

II. Process for Call-Out Assignments:

- The Company will allow the employee to have up to three contact numbers.
- The Company will attempt to contact the employee by utilizing the phone numbers and pager. If the employee has voice mail, the Company will leave a message for the employee to call in for an overtime assignment.
 - If the employee does not answer the phone, or in the event of pager notification or voice mail, does not call back prior to the Company obtaining the necessary number of employees to fill the assignment, the employee will be charged with a “decline” for the assignment assuming the employee has at least six call-out opportunities in a calendar quarter.
 - Employees will be charged with a maximum of two “declines” per 24-hour period, with a minimum of 6 hours between calls before a “decline” may be charged.
 - First Call Free: The only exception to the above is if the Company is able to fill the assignment before the employee calls back, then the first call will not be counted as a decline but will be counted toward the minimum 6 occasions.

Attachment B

- A response list by employee name showing individual response rates through the end of the previous week will be posted in each headquarters. This provides employees the opportunity to see what their status is.
- The response list will reset at 100 percent after each three-month period.

G. Acceptable reasons to be unavailable for call-outs or Storm restoration overtime.

- FMLA leave
- Sick Leave
- Absence due to Work Related injury / illness
- Leave of absence
- Vacation*
- Full-day paid absence*
- Death in Family
- On rest period*
- Disciplinary lay-off

*Upon approval of the employee's supervisor.

Note: Extenuating circumstances may be considered on a case-by case basis for other unique situations such as personal emergencies or special occasions. Employees shall notify their immediate supervision ahead of time of such situations whenever possible.

Appendix 37

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

It is our intention to meet with you quarterly to discuss health care issues including cost trends.

This letter will replace the letter dated June 1, 1989 from Mr Robichaud on the same subject.

/s/

G A Sando
Manager of Labor Relations

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

This letter is provided to assure you that during the term of the Working Agreement effective June 1, 1992, the Company will not utilize new technology for the purpose of displacing by layoff its Meter Readers, Chief Janitors, Janitors, Advanced Unskilled Workers, or Unskilled Workers or employ contractors for the same purpose.

/s/

G. A. Sando
Manager of Labor Relations

Appendix 39

June 1, 2000

Mr. James E. Reilly, President
Michigan State Utility Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Energy Company (“the Company”) and the Executive Board of the Michigan State Utility Workers Council.

Effective January 1, 2001 the Company will implement a program to reimburse eligible, regular, full-time, active employees and their family members for up to \$400 per person per year for hearing aid purchase. For purposes of this program, a family member shall include (1) the employee’s spouse and (2) the employee’s children or step-children who live with the employee, and who are the employee’s dependents under the Internal Revenue Code (even if the employee does not take a deduction for the dependent because the child’s other parent takes the deduction) and who are under age 22. Only one hearing aid will be covered per person per ear during any thirty-six month period. Excluded from the program are repairs, batteries, auxiliary services or supplies, and replacements unless the replacement is for a hearing aid that has been in use at least three years and only if replacement is necessary due to a change in the medical condition or if the aid no longer functions properly. This program is not a part of the Group Health Care Plan. This benefit is for reimbursement of expenses actually paid by the employee, and only to the extent the costs exceed amounts the

employee is eligible for under other insurance or worker’s compensation. The Company shall administer the program and will make all decisions concerning eligibility and participation in the program. The Company may at its option purchase similar coverage from a vendor, and if it elects to do so, the program will be administered in accordance with the standard procedures and limitations of the vendor program.

/s/

G. A. Sando
Manager of Labor Relations
June 1, 2010

Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 W Lenawee
Lansing, MI 48933

Dear Mr. Dillon:

During the 2010 negotiations, the parties discussed the “continuous service date problem” of employees who are initially hired for a job listed in Exhibit “A” of the Working Agreement on a temporary basis and later, after a short break in service are reemployed as a regular employee.

It is agreed that if such employee is reemployed within 30 days following the termination of his last preceding period of temporary employment, his continuous service will, upon completion of 180 days continuous service as a regular employee, be adjusted to include the aggregate of separate periods of temporary employment, excluding any periods of temporary employment preceding a break in service of more than 30 days. Upon adjustment of the employee’s continuous service, it shall be effective prospectively with regard to all provisions of the Agreement.

Sincerely,

/s/

Timothy P. McCloskey
Director of Labor Relations

/s/

Patrick M. Dillon, President
Michigan State Utility Workers
Council, AFL-CIO

(Art. VII, Sec. 4)

Appendix 41

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Gray:

During the 1992 Working Agreement negotiations, the Company and the Union agreed that affected employees will have the opportunity for shift preference if the Company establishes a non rotating working schedule in accordance with Article XI, Section 3(b). This letter sets forth the procedures in administering that shift preference.

1. A written request for shift preference must be submitted by the employee to his immediate supervisor at least two weeks prior to the effective date of a non rotating schedule, and may be resubmitted at any time thereafter.
2. Shift assignments will be made in accordance with the provisions of Article XI, Section 3(b) except:
 - a. Employees newly assigned to a group will not be eligible or affected by the provisions of such Subsection during their first 6 months in the group.
 - b. Employees may be placed on any shift for temporary assignments including assignments for training purposes.
3. When existing schedules are changed or a new non rotating shift is established, employees will be given notice of the establishment of the new schedules or shifts and have a two week period prior to the effective date thereof in which to submit a written preference request. Such preference will be used for the filling of the changed schedule or new shifts. Shift preference will not apply, however, if the Company reestablishes rotating shifts.
4. The Company may limit the movement of employees to a giv-

en shift to 50% of the employees in each classification on such shift.

5. The employee must be fully capable of performing all of the duties normally performed by the classification on the desired shift.
6. If the Company is unable to fill a vacancy on a given shift in accordance with the provisions of Article VII, Section 7, the vacancy, if other than a temporary vacancy, will be filled by reference to the preference forms on file.
7. The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Director of Labor Relations may change this agreement at any time, by mutual agreement.

Sincerely,

/s/

G A Sando
Manager of Labor Relations

(Art. VII, Sec. 7 & Art. XI, Sec. 3(b))

Appendix 42

June 15, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

During the 1992 Working Agreement negotiations, the Company and the Executive Board of the Michigan State Utility Workers Council have discussed the varying current practices in connection with benefits for the time spent in interviews for newly created job or vacancies. To assure a uniform practice, the parties agree to the following:

1. When an employee reports at the Company's request for an interview for a newly created job or vacancy which is posted in accordance with the provisions of Article VII, Section 9 of the Working Agreement, the employee will suffer no loss of straight-time pay on the day of the interview for a reasonable period of time not to exceed eight hours, provided the employee is eligible to apply for the posted job pursuant to Article VII, Section 9(h) of the Working Agreement.
2. Employees who file an application for transfer per Article VII, Section 9(j) of the Working Agreement, will likewise suffer no loss of straight-time pay on the day of the interview for a reasonable period of time not to exceed eight hours if the interview is for a newly created job or vacancy in the same headquarters or plant complex in which he is employed, and
3. Employees that are required to attend "departmental overviews" such as the tree trimming department overview will be considered to be on a job assignment for purposes of pay and other related "expenses."

AGREED TO:

/s/
G A Sando
Manager of Labor Relations

/s/
Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date _____

Date _____

(Art. VII, Sec. 9)

Appendix 44
RESERVED

Appendix 46

June 1, 2015

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

The parties recognize that delivery of the Company's products at the lowest price will enhance employee job security and the continued viability of the Company. During the 1995, 2000, 2005 and 2010 and 2015 OM&C Working Agreement negotiations, the Company and the Union discussed the Company's concerns and efforts to meet the challenges of the increasingly competitive utility business and the role of contracting in that process. Throughout these negotiations the Union repeatedly emphasized its concern about employment security for its members.

In order to address these mutual concerns, the parties agree to the following:

1. Employment Security and Wage Rate Protection

During the term of the Working Agreement commencing on June 1, 2015 and terminating on June 1, 2020, every eligible employee will have an opportunity for guaranteed employment without wage rate reduction in the event of a reduction or rearrangement of forces, as more specifically set forth below:

A. Eligibility

Eligible employees are employees (excluding probationary employees) who on June 1, 2015 are on the active payroll, on disciplinary layoff, on FMLA leave or on leave of absence under the provisions of Article VII, Sections 11, 12, 13, 16(d) or 21. However, Meter Readers who were hired after December 1, 2004 are not covered by the provisions of this Appendix letter.

The provisions of this Appendix Letter will not apply to seasonal/supplemental employees when the period of their layoff is 90 or less calendar days in a twelve month period.

If the Company is aware, in advance, that the layoff for seasonal/supplemental employees will exceed 90 calen-

dar days, or, in the event an employee is laid-off and such lay-off extends for more than 90 calendar days, the affected employee(s) will be eligible for the all of the benefits of this Agreement.

B. Employment Security Protection

If the Company reduces or rearranges its forces under Article VII, Section 17, an eligible employee will be assured an opportunity to fill a job he is qualified to perform in accordance with Section 17 rather than be laid off to the street. If necessary to assure that there are a sufficient number of jobs available that employees are qualified to perform, the Company will create the number of vacancies under Article VII, Section 17(d) (Section 17(f)(3) in the case of a headquarters closing) within 60 miles of the location of the reduction or rearrangement to assure that each eligible employee who would otherwise be laid off to the street is offered such an opportunity.

C. Wage Rate Protection

An eligible employee who accepts a job offered to him under B above will suffer no reduction in the regular straight time rate of pay he was receiving immediately prior to his placement in his new job, provided he remains in his new job classification or in a higher rated job.

D. Consequence of Refusal To Accept A Job

An eligible employee who fails to accept a job offered to him under B above and as a consequence is laid off to the street shall be entitled to a separation allowance, if otherwise eligible, in accordance with Article XVII and recall rights under Article VII, Section 17(k).

2. Suspension of Application of Article X, Section 23

During the term of the Working Agreement commencing on June 1, 2015 and terminating on June 1, 2020, the provisions of Article X, Section 23, interpretations thereof and Appendix Letters 11, 12, 22, 32 and 38 shall not apply and the Company shall be free to employ contractors to perform work that might otherwise be subject to Article X, Section 23 as it deems appropriate.

3. Joint Committee Review and Arbitration

The Union may seek Arbitration of a specific contracting decision if such a decision results in the reduction and/or rearrangement¹ of more than 5% of the employees in a headquarters or complete elimination of an occupational group, as follows:

- A. The Company will give the Michigan State Utility Workers Executive Board and the affected local union notice of such contracting decisions at least 30 days before such reductions and/or rearrangements occur.
- B. The Union may present the concerns of such employees identified for reduction and/or rearrangement to a committee (to be established by the Company and the Union), comprised of an equal number of Company and Union representatives, for resolution. The concerns will be deemed resolved if a majority of the committee agree to a resolution of the concerns.
- C. If disposition of such concerns is not agreed upon by a decision of the majority of the members of the committee, the Union may request a further review by the President of the Company or his designated representative(s).
- D. If no settlement is reached as a result of the above process, the Executive Board of the MSUWC may submit a grievance on the subject contracting decision directly to Arbitration on behalf of the employees reduced and/or rearranged, provided this is done within one month of the decision of the President or his representative(s).
- E. In considering such a grievance, an Arbitration Board may not find a violation of the Working Agreement unless it determines that:
 - 1. The contracted work which has been grieved: (a) was the expected regular work of the Company of a continuing nature, (b) was not peak work, (c) was assigned to contractors for the purpose of reducing and/or rearranging employees who ordinarily and customarily do such work, and (d) would have been performed in a more cost effective fashion and of equal quality by the employees whose work was, in fact, performed by contractors; and

¹ A reduction and/or rearrangement will be deemed to have occurred if it becomes necessary for the requisite number of employees to exercise rights enumerated in Article VII, Subsections 17(c), (d) (e) and (f).

2. The subject contracting decision has directly resulted in the reduction and/or rearrangement of more than 5% of the employees in a headquarters or the complete elimination of an occupational group.
- F. The foregoing is the exclusive method for resolving any disputes concerning the use of contractors by the Company. Except as provided above, Article IV shall apply in the event of Arbitration.

/s/

Alexander L. Rogers, Jr.
Director of Labor Relations

November 2, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street

Lansing, MI 48933

Dear Mr. Gray:

This will confirm our mutual understanding of the intended application of subparagraph 1.B. "Employment Security Protection" of Attachment 5 to the Memorandum of Agreement.

The statement "an eligible employee will be assured an opportunity to fill a job he is qualified to perform" means that every eligible employee will be given an opportunity to fill a job and will not be denied this opportunity due to a lack of qualifications. In addition, the 60 mile limit on the location of such job placement will be applied in good faith. That is, the Company does not intend to require an employee to accept a job at a distance greater than 60 miles from the location of the reduction or rearrangement by deliberately breaking the move into a series of segments of less than 60 miles for this purpose.

I value our skilled and dedicated employees, and they will continue to play an important role in the success of Consumers Power Company. You may be assured that it is the Company's intention in all future contract negotiations to bargain in good faith on employment security and any other issues which are important to our employees.

Sincerely,

Michael G. Morris,
President and Chief Executive Officer

(App. Ltr. 46)

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Reilly:

The Company and the Union have discussed the need for drug rehabilitation and aftercare for employees who test positive on a random drug screen pursuant to the Company's Research and Special Programs Administration (RSPA), and Federal Highway Administration (FHWA) FFD Policies. In response to such a need and in an effort to encourage employees to remain drug-free after their first positive drug screen, the parties have agreed to amend the penalty (Effect of Violations) provisions of the FFD Policies as follows:

1. On the first occasion that an employee fails to pass a test for controlled substance and/or alcohol as shown by random testing, the employee will be given an opportunity to agree to participate in an approved evaluation/treatment activity through the Employee Assistance Service. If the employee does not successfully complete the treatment activity or does not agree to participate in an approved evaluation/treatment activity, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.
2. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilitation testing within one year from the date the employee was returned to work after his first positive random test in 1 above, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.
3. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilitation testing after the one year period in 2 above, the employee shall be given a disciplinary layoff of not less than 30 and not more than 90 days. The employee will be given an opportunity to agree to participate in an

Appendix 48

approved evaluation/treatment activity through the Employee Assistance Service. The employee must remain in the aftercare treatment for a minimum of two years, if necessary. Neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the disciplinary action in any manner.

If the employee does not successfully complete the treatment activity or does not agree to participate in an approved evaluation/treatment activity, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.

4. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilitation testing within the two year period discussed in 3 above, or thereafter, the employee shall be discharged. Neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any other manner.

All other provisions of the Company's RSPA, and FHWA FFD Policies shall remain in full force and effect and shall not be affected by this agreement. The foregoing supersedes anything to the contrary in AAA Case No. 54 30 1377 93.

/s/

G A Sando,

/s/

James Reilly

(Art. XIII, Sec. 1(d))

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie,

It is agreed that 12-hour rotating shifts may be established by the Company at certain power plants under the provisions of Appendix Letter 1.

/s/
G A Sando
Manager of Labor Relations

/s/
Bernard L Gray,
Michigan State
Utility Workers Council

Date _____

Date _____

(App. Ltr. 1)

Appendix 50

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie:

During the 1995 labor negotiations the parties discussed the Joint Apprenticeship Program, the Fossil Plant Operator Certification Administrative Procedure and the hydro Plant Operator Certification Administrative Procedure. It is agreed that, notwithstanding any practice or prior agreement to the contrary, the following will prevail:

1. If a Hydro or Fossil Plant Operator is unable to obtain or maintain his certification, his reassignment will be determined in accordance with the following steps exercised in the sequence indicated. He may:
 - a) be reduced in rank in his occupational group to a job in which he can obtain and maintain certification, or
 - b) return to a former occupational group in which he has retained seniority, or
 - c) return to the occupational group, if any, to which he was assigned immediately prior to his current assignment, provided his seniority in such former occupational group on the date he was transferred was greater than his seniority in his present occupational group.

If the employee cannot be reassigned, as above provided, he will be considered released for lack of work and afforded his rights under Article VII, Section 17, except with respect to placement in any job in any plant operator group.

2. If the Committee removes an employee from the Apprenticeship Program, the employee may exercise his seniority rights under Article VII, Section 17 except with respect to placement in any job requiring certification in the Apprenticeship Program in the Electric Line Group. In the event the employee being removed from

the Apprenticeship Program most recently held a tree trimming position (Tree Trimmer In Charge or Tree Trimmer), he will be afforded the opportunity to return to such position provided that the period of time he was in the Apprenticeship Program does not exceed the period of time he was in such tree trimming position. If the employee cannot be reassigned, as above provided, he will be considered released for lack of work and afforded his rights under Article VII, Section 17, except with respect to placement in any job in any Electric Line group.

An operator or other employee exercising reassignment, return and/or seniority rights, including rights under Article VII, Section 17, as hereinabove provided, will not be eligible for employment security and wage rate protection under Appendix 46.

It is further agreed that the President of the Michigan State Utility Workers Council and the Director of Labor Relations may change the Apprenticeship Program, Operator Certification Procedures and this Agreement at any time, by mutual written agreement.

/s/
G A Sando
Manager of Labor Relations

/s/
Bernard L Gray,
Michigan State
Utility Workers Council

Date_____

Date_____

(Art. VII, Sec. 17 and App. Ltr. 46)

Appendix 51
RESERVED

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie:

The parties agree that the Fossil Plant Operator Certification Procedure, the Hydro, Ludington and Combustion Turbine Operator Certification Procedure, the Apprenticeship Program and the Joint Safety Committee (collectively "Programs") will be continued during the term of the 1995 Working Agreement. In all other respects, the Programs will be subject to the terms thereof and may be amended, changed or modified by written agreement between the Director of Labor Relations and the President of the Michigan State Utility Workers Council.

/s/
G A Sando
Manager of Labor Relations

/s/
Bernard L Gray,
Michigan State
Utility Workers Council

Date _____

Date _____

Appendix 53
RESERVED

June 1, 2010

Mr. Patrick M. Dillon, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Dillon:

During the 2010 OM&C Working Agreement negotiations the parties discussed the possible shutdown of its generating plants or the sale or transfer of a part of the Company's business, including the sale or transfer of a generating plant or a part thereof. It is agreed that the President of the Michigan State Utility Workers Council and the Director of Labor Relations may amend Article VII, Section 17 and other Articles and Sections and Appendix Letters of the Working Agreement and implement other provisions to permit greater flexibility in the placement or release of affected employees and/or to achieve more equitable treatment of and/or provide incentives to employees affected by such sale or transfer, shutdown or decommissioning than would otherwise be achieved by strict application of the provisions of the Working Agreement. It is further agreed that the Union will be notified of any such sale or transfer after the execution of the applicable sale or transfer agreement. Furthermore, in the event of such sale or transfer, the Company and the Union agree to work together to assure that an adequate number of qualified employees affected by the sale or transfer accept employment with the purchaser or operator to enable the purchaser or operator to operate the plant or business. In the event that a significant number of such affected employees do not accept employment with the purchaser or operator and are otherwise covered by the employment security and wage rate protection provisions of Appendix Letter 46, the Company and the Union agree to work together to apply the provisions herein to release such employees or achieve the placement of such employees within the Company in jobs they are qualified to perform notwithstanding the 60 mile limitation in 1.B. of Appendix Letter 46.

Timothy P. McCloskey
Director of Labor Relations

Appendix 54
RESERVED

June 1, 1995

Mr. Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Power Company and the Executive Board of the Michigan State Utility Workers Council.

Effective January 1, 1996, the Group Health Care Plan shall be amended to provide for a separate Dental Plan rather than an integrated dental plan under the Group Health Care Plan for those employees and retirees covered under an Aetna administered Point of Service Managed Health Care Plan. Effective January 1, 1999, the separate Dental Plan will be applicable to all participants, covered under an Aetna administered plan. The separate Dental Plan will be subject to separate Deductibles of \$25 per individual, \$50 per family and will not be subject to out-of-pocket limits. Expenses incurred under the Dental Plan will not be considered Covered Expenses for purposes of the out-of-pocket limits under the Group Health Care Plan.

The provisions of the current dental portion of the Group Health Care Plan, that do not conflict with the provisions outlined in the attached schedule of benefits or with other provisions of this agreement, remain unchanged.

Except as otherwise specifically provided above, the Dental Plan will be administered in conformity with Aetna's standard administrative procedures and practices.

The parties further agree that during the term of the Working Agreement, the Company may competitively bid the Dental Plan. The Company may select the provider and change the provider during the term of the Working Agreement. The Plan benefits, other than as outlined above, will remain unchanged if there is a change in providers.

/s/
G A Sando
Manager of Labor Relations

/s/
Bernard L Gray,
Michigan State
Utility Workers Council

Date _____

Date _____

Appendix 56
RESERVED

Appendix 58
RESERVED

Appendix 60
RESERVED

EEO/FMLA STATEMENT

“The Company and the Union subscribe to the objectives of Title VII of the Federal Civil Rights Act of 1964, as amended, Executive Order 11246, as amended, Executive Order 13672, as amended, the Vietnam-Era Veterans’ Readjustment Assistance Act of 1974, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act of 1973, as amended, the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, the 1991 Civil Rights Act, the Americans with Disabilities Act of 1990, as amended, the Elliott-Larsen Civil Rights Act of 1976, as amended, the Michigan Persons with Disabilities Civil Rights Act of 1976, as amended and the Family Medical Leave Act (FMLA) of 1993, as amended.”

NOTES

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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THAN WE **FOUND IT**



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