



# **2022 Negotiated Labor Agreements with IBEW Local Union No. 763, IBEW Local Union No. 1483, and IAM & AW Local Union No. 31**

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Director – Employee Relations

September 20, 2022

# Overview

Historical Background

Opportunity & Goals for 2022  
Negotiations

Approach & Process

Results

# Historical Background

- Beginning in 2007, OPPD began the process to modernize its benefits package framed against rising health insurance costs for active employees and retirees and the economic pressures being felt by the pension system.
- In the last fifteen (15) years, through the course of negotiations, both OPPD and its union partners agreed to a series of groundbreaking agreements that reformed the benefits enjoyed by our workforce.

# Opportunity & Goals for 2022 Negotiations

- Work Rule Changes
  - Provide greater flexibility in scheduling and assigning work
  - Improve after-hour response/reporting time
  - Reduce the number of grievances
  - Remote Work/Work from Home
- Vacation Leave
  - Eliminate risk
  - Modernize and comparable to other companies
- Wages and Benefits
  - Competitive to attract and retain talent
  - Comparable to other utilities and peer groups

# Approach & Process

- Two tiered approach to create initial proposals and goals:
  - Review and analysis of current agreements, legal requirements and standards, grievances and labor management trends, combined with an extensive wage/benefit survey of comparable utilities.
  - Company-wide collaborative effort for maximum amount of input with all levels of Management.
- Created a cross-functional negotiation team that would provide subject matter expertise in various areas of the Company with experience and education for both a historical and current perspective.

# Tentative Agreement

- Wages/Length of Contract
- Emergency Language
- Vacation Leave
- Health and Life Insurance
- Disciplines
- Grievances
- Other Items
  - Breaks and Lunches
  - Call-Out and Overtime
  - Classification: Consolidations, New, and Removals
  - Confined Space Rope Rescue Incentive
  - Daylight Savings
  - Funeral Leave
  - Meal Allowance
  - Premium Payments
  - Retirement Incentive
  - Retirement Plan Eligibility
  - Sick Leave
  - Travel Allowance
  - Work from Home/Remote Work

# Results

- We believe these negotiated changes fit within OPPD's stated goals:
  - Obtained greater flexibility in scheduling
  - Established work from home guidelines
  - Encourage after-hours response times to ensure system reliability
  - Eliminated vacation leave risk
  - Offering comparable but competitive wage and benefits increases
- Your approval is requested.
- What questions do you have?



**BOARD OF DIRECTORS**

# Board Action

September 20, 2022

## ITEM

International Brotherhood of Electrical Workers, Local No. 763, (“IBEW Local No. 763”), International Brotherhood of Electrical Workers Local No. 1483 (“IBEW Local No. 1483”), and International Association of Machinists and Aerospace Workers, Local Lodge No. 31 (“IAM&AW Local Lodge No. 31”), contract settlements.

## PURPOSE

To report the tentative agreements have been reached with IBEW Local No. 763, IBEW Local No. 1483, and IAM&AW Local Lodge No. 31 for a three (3) year period. The Agreements are presented to the Board of Directors for approval.

## FACTS

- a. IBEW Local No. 763 represents 601 craft workers, IBEW Local No. 1483 represents 377 craft workers, and IAM&AW Local Lodge No. 31 represents 32 craft workers.
- b. The Unions have ratified their respective Agreements, included as attachments: Exhibit A – IBEW Local No. 763, Exhibit B – IBEW Local No. 1483, and Exhibit C – IAM&AW Local Lodge No. 31.
- c. Each Agreement calls for comparable but competitive increases to wages as follows:
  - IBEW Local No. 763: 4% retroactive to June 1, 2022, 3% effective June 1, 2023, and 2.5% effective June 1, 2024.
  - IBEW Local No. 1483: 4% retroactive to June 1, 2022, 3% effective June 1, 2023, and 2.5% effective June 1, 2024.
  - IAM&AW Local Lodge No. 31: 3% retroactive to June 1, 2022, 3% effective June 1, 2023, and 3% effective June 1, 2024. Signing Bonus of one thousand five hundred dollars (\$1,500) to each bargaining unit member for ratification.
- d. Each Agreement creates an emergency clause, which will allow for greater flexibility in the event of a declared emergency.
- e. Each Agreement includes significant changes to Vacation Leave. Effective January 1, 2023, the current Vacation Allowance, granted in arrears, will be replaced with a per pay period Vacation Leave accrual, eliminating the associated risk and allowing for more comparable vacation leave.
- f. Both IBEW Local No. 1483 and IBEW Local No. 763 Agreements includes language to encourage after-hours response time to ensure system reliability.

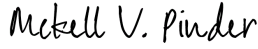


- g. IBEW Local No. 763 Agreement includes language to modify early retirement eligibility and recognizes part time employees.
- h. IBEW Local No. 1483 Agreement creates rules surrounding remote work/work from home. Additionally, several classifications were consolidated into new classifications to reduce jurisdictional concerns.
- i. The Agreements also reflect additional negotiated changes to the contracts including but not limited to health and life insurance changes, disciplines and grievances changes, funeral leave provisions, premium payments and travel allowances.
- j. The settlements include ratification of changes agreed to with the unions since the last negotiations.


**ACTION**

Board approval of the tentative agreements for IBEW Local No. 763, IBEW Local No. 1483, and IAM&AW Local Lodge No. 31 for a three (3) year period

**RECOMMENDED:**

DocuSigned by:  
  
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\_\_\_\_\_  
McKell V. Pinder  
Vice President – Human Capital

**APPROVED FOR BOARD CONSIDERATION:**

DocuSigned by:  
  
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\_\_\_\_\_  
L. Javier Fernandez  
President and Chief Executive Officer

**Attachments:**

- Exhibit A – IBEW Local No. 763
- Exhibit B – IBEW Local No. 1483
- Exhibit C – IAM&AW Local Lodge No. 31

# **EXHIBIT A**

## **2022 NEGOTIATIONS**

**THE OMAHA PUBLIC POWER DISTRICT  
("THE COMPANY" OR "OPPD")**

**AND**

**IBEW LOCAL UNION No. 763  
("THE UNION" OR "IBEW 763")**

***Tentative Agreement Reached on July 14, 2022***

**KEY:**

**BLUE** = Language agreed to by the parties that will be added to the Labor Agreement

**RED** = Language in the labor agreement the parties have agreed to remove.

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# GENERAL WAGE INCREASE, HEALTH AND LIFE INSURANCE CHANGES, AND RETIREMENT PLAN

## General Wage Increase & Term of the Contract

The parties agree to a three (3) year contract effective June 1, 2022, to May 31, 2025. The parties agree to a 4% general wage increase effective June 1, 2022, a 3% general wage increase effective June 1, 2023, a 2.5% general wage increase effective June 1, 2024.

## Health, Dental, and Life Insurance

The parties agree effective January 1, 2023, to the following:

### 1. **Dependent Child:**

Align the definition of an eligible Dependent Child for Health, Dental, Vision and Life Insurances as follows:

A Dependent Child until the Child reaches his or her 26th birthday.

The term “Child” includes the following Dependents:

- A natural biological Child;
- A stepchild;
- A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state, or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
- A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court;
- A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO)

### 2. **Health Insurance:**

PPO 750 & HDHP 2000

	<b>In-Network Provider</b>	<b>Out-of-Network Provider</b>
Therapy and Manipulations		
<ul style="list-style-type: none"> <li>• Physical, occupational or aquatic therapy services, chiropractic or osteopathic physiotherapy (combined limit to <del>60</del><u>90</u> sessions per Calendar Year)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
<ul style="list-style-type: none"> <li>• Speech Therapy Services (limited to 30 sessions per Calendar Year)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
<ul style="list-style-type: none"> <li>• Manipulations (no limit)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
Hearing Aids: <del>Exams and tests only covered for age 19 and over</del>	<del>Deductible and Coinsurance</del>	<del>Deductible and Coinsurance</del>
<ul style="list-style-type: none"> <li>• Hearing Aids for children to Age 19: \$3,000 maximum benefit every 48 months</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
	Deductible and Coinsurance	Deductible and Coinsurance

	In-Network Provider	Out-of-Network Provider
<ul style="list-style-type: none"> <li>Hearing Aids for <a href="#">adults (over Age 19)</a> <a href="#">\$3,000 lifetime maximum</a></li> </ul>		

Prescription Drugs PPO 750 and HDHP 2000: The parties agree to the renaming of Tier 1, Tier 2 and Tier 3 Prescription Drugs for retail and mail order prescription drugs as follows:

Old Tier Name:	New Tier Name:
<del>Tier 1 Generic Drug</del>	<a href="#">Tier 1 (Generic and Some Brand-Name)</a>
<del>Tier 2 Preferred Brand Name Drugs</del>	<a href="#">Tier 2 (Generic and Preferred Brand Name)</a>
<del>Tier 3 Nonpreferred Brand Name Drug</del>	<a href="#">Tier 3 (Non-preferred Brand Name and Non-preferred Generic)</a>

### 3. Dental Insurance:

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Member, reduced out of pocket costs.

	Deductible Amount:
When a Participating Provider is used:	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$25
When a Non-Participating Provider is used:	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$50
Maximum Deductible per Benefit Period	\$50

Any deductible satisfied during the Benefit Period will be applied to both the Participating Provider Deductible and the Non-Participating Provider Deductible. Once the Maximum Deductible per Benefit Period has been met, no further deductible will be required.

Benefit Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures	<del>80%</del> <a href="#">100%</a>	70%
Type 2 Procedures	80%	70%
Type 3 Procedures	60%	50%
<b>When a Participating Provider is used:</b> Maximum Amount - Each Benefit Period	<del>\$1,500</del> <a href="#">2,500</a>	
<b>When a Non-Participating Provider is used:</b> Maximum Amount - Each Benefit Period		\$1,000
	Participating Provider	Non-Participating Provider
<b>ORTHODONTIC EXPENSE BENEFITS</b>		
<b>Deductible Amount - Once per lifetime</b> <del>(Available only to dependent children under age 19)</del>	\$0	\$0
<b>Benefit Percentage</b>	60%	50%
<b>Maximum Benefit During Lifetime</b>	<del>\$1,500</del> <a href="#">2,500</a>	\$1,000

**4. Life Insurance:**

	<b>Coverage Amount</b>
Basic Life Insurance	Employee Only: <del>1.5</del> <u>2.0</u> times Your annual Earnings, subject to a maximum of \$1,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000. (Retiree Life Insurance remains unchanged at 1.5 times Your annual Earnings, subject to a maximum of \$1,000,000)
Dependent Life Insurance	
Spouse	<del>\$10,000</del> <u>15,000</u>
Child	<del>\$10,000</del> <u>15,000</u>

**Early Retirement**

The parties agree to modify early retirement rules as follows:

**Early Retirement.** Members eligible under the Rule of 70 (for employees who attained the Rule of 70 prior to June 1, 2013), Age 62 with 10 years of service (for employees who attained age 62 with 10 years of service prior to June 1, 2013 or after January 1, 2023), Rule of 75, or the Rule of 90 may elect to retire early.

Local 763 employees who have already reached "Rule of 70" as provided in the Plan (minimum age 50 and minimum of 10 years of service) as of May 31, 2013 are "grandfathered" and retain their retirement rights under the previous "Rule of 70" eligibility rules. The Rule of 70 provides that any member who has attained a combination of age (minimum of fifty (50)) and years of service (minimum of ten (10)) totaling seventy (70) may elect early retirement.

The Rule of 75 for Local 763 provides that any member who has attained minimum age fifty (50) and has minimum twenty-five (25) years of service totaling seventy-five (75) may elect early retirement.

The Rule of 90 provides that any member who has attained a combination of age and years of service totaling ninety (90) or more may elect early retirement with no early retirement reduction.

In addition, once Local 763 employees attain "Rule of 90," additional service credits shall cease and such employees shall not be required to contribute to the Retirement Plan thereafter; provided, however, subsequent pay increases will continue to be calculated into average pay for pension calculation purposes. If a member of Local 763 attained Rule of 70 prior to June 1, 2013, such participant shall continue to participate in future benefit accruals and shall be required to make contributions as in effect before the amendment.

For Local 763 employees hired after May 31, 2013, participation in the Retirement Plan is limited to only the Cash Balance provisions of the Plan. Once vested, the applicable Cash Balance benefit will be received either at retirement or termination of employment.

**Traditional Benefit Formula.** The traditional formula applies to Active Full Time Employees hired before January 1, 2013.

The traditional option formula is two and a quarter percent (2.25%) of the employee’s highest eighteen (18) consecutive months average salary multiplied by the employee’s number of years of credited service.

Early retirement will begin on the first of the month following ~~the completion of the signed election for the~~~~your signed election of your~~ Retirement Plan Benefit. Any reduction of the benefit is based on the time when benefit payment begins. The early reduction will be equal to the lesser of three percent (3%) per year below age sixty-two (62) or three percent (3%) per point below Rule of 90.

## WAGE UPGRADES AND DIVISIONAL RULE CHANGE

### Line Maintenance Technician

The parties agree to increase the Line Maintenance Technician’s hourly wage from \$52.30 to \$53.30 prior to the General Wage Increase.

### New Classifications:

The parties agree to the creation of the following classifications and associated wage rates:

*Relay Specialist Work Coordinator:*

B. System Protection. The following shall be the classifications and basic wages of the System Protection Department.

		<b>RATE EFFECTIVE 05/31/2022</b>		
<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate</u>	<u>Approx. Monthly Rate</u>
<a href="#">NEW</a>	<a href="#">Relay Specialist Work Coordinator</a>	<a href="#">1</a>	<a href="#">\$56.23</a>	<a href="#">\$9,571</a>

The Company will follow the recruitment and hiring practices as identified in the OPPD Corporate Policy, Recruitment and Hiring Practices, 7.01, including but not limited to posting and interviewing of candidates.

*Transportation Parts Crew Leader, Parts Mechanic Specialist, and Parts Mechanic Associate:*



B. Transportation & Construction Equipment Department. The following shall be the classifications and basic wages of the Transportation & Construction Equipment Department.

<u>Occd</u>	<u>Classification Title</u>	<u>Rate Step</u>	<u>RATE EFFECTIVE 05/31/2022</u>	
			<u>Hourly Rate</u>	<u>Approx. Monthly Rate</u>
<u>NEW</u>	<u>Transportation Parts Crew Leader</u>	<u>1</u>	<u>\$46.62</u>	<u>\$8,308</u>
<u>NEW</u>	<u>Parts Mechanic Specialist</u>	<u>6</u>	<u>\$41.96</u>	<u>\$7,272</u>
		<u>5</u>	<u>\$40.34</u>	<u>\$6,990</u>
		<u>4</u>	<u>\$38.71</u>	<u>\$6,709</u>
		<u>3</u>	<u>\$37.09</u>	<u>\$6,427</u>
		<u>2</u>	<u>\$35.46</u>	<u>\$6,146</u>
		<u>1</u>	<u>\$33.84</u>	<u>\$5,864</u>
<u>NEW</u>	<u>Parts Mechanic Associate</u>	<u>6</u>	<u>\$32.34</u>	<u>\$5,605</u>
		<u>5</u>	<u>\$30.90</u>	<u>\$5,355</u>
		<u>4</u>	<u>\$29.46</u>	<u>\$5,105</u>
		<u>3</u>	<u>\$28.01</u>	<u>\$4,855</u>
		<u>2</u>	<u>\$26.57</u>	<u>\$4,605</u>
		<u>1</u>	<u>\$25.13</u>	<u>\$4,355</u>

<u>Name</u>	<u>Current Classification</u>	<u>Current Wage</u>	<u>New Classification</u>	<u>New Wage</u>
Charles Pospisil	Parts Mechanic, 1 <sup>st</sup> Class	\$39.86	Transportation Parts CL*	\$46.62
Jeremiah Moore	Parts Mechanic, 3 <sup>rd</sup> Class	\$31.27	Parts Mechanic Specialist	\$33.84
Robert Kapoun	Laborer	\$25.52	Parts Mechanic Associate	\$26.57

\*Charles Pospisil will temporarily be promoted to Transportation Part Crew Leader and will be permanently promoted upon completion of Crew Leader University.

Add to Exhibit B. Section 7. Supply Chain Management:

**Guidelines for Appointing an Acting Transportation Parts Crew Leader – In the event of the absence of the Transportation Parts Crew Leader, Management will appoint an Acting Crew Leader (ACL) as follows:**

1. Less than five (5) days, the spot will be filled at the discretion of Management
2. Five (5) days or more, the spot will be filled by the most senior Parts employee

Employees filling ACL, will remain on their existing work schedule unless notified otherwise by Management.

## **DISCIPLINES**

The parties agree to the following:

Creation of Article XI Discipline Action.

Delete Article VI, Section 12. Job Abandonment. and move under Article XI Disciplinary Action.

Delete Exhibit “B” Section 5., Paragraph AA. Maintenance of Commercial Driver’s License. and move under Article XI. Disciplinary Action.

The parties agree to modify Article I Section 4. Definitions. as follows:

Modify definition of Probationary Employee and move the deleted portion under Article XI Disciplinary Action:

A. Probationary Employee shall mean any employee who has been employed by the Company in any classification set forth in Exhibit “A” for six (6) months or less. ~~Probationary employee will be subject to discharge for any or no reason. The discharge of a probationary employee will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee’s probationary period may be extended up to an additional six (6) months upon the employee’s approval.~~

Delete Paragraph I. Disciplinary Actions. and move under Article XI Disciplinary Action. The parties agree to reduce the length of time a discipline remains in an employee’s Corporate Personnel File and that all Verbal Warnings will be documented and provided to the employee. The parties agree to modify the language as follows:

The Company reserves the right to administer appropriate Disciplinary Action, in its sole discretion, for unacceptable performance, conduct or issues of concern and, in its sole discretion, to decide whether and what Disciplinary Action will be taken in a given situation. The action shall depend upon the nature and severity of the performance, conduct or issue of concern.

Probationary employees may be subject to discharge for any reason. The discharge of a probationary employee will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee’s probationary period may be extended up to an additional six (6) months upon the employee’s approval. Any extension of the employee’s probation period must be the result of previously identified performance issues that have

been communicated to the employee or due to an employee's extended absence during the initial six (6) month probation period.

Disciplinary Action(s) may include, but not limited to, verbal warning, written warning, performance improvement plan, disciplinary suspension with or without pay, involuntary termination, demotion, transfer, and/or pay reduction etc.

For verbal warnings the department manager/supervisor will place a written record of the discussion, noting the date, event and recommended action, in the manager's/supervisor's working file. The employee will receive written documentation of the verbal warning. This written record will be used in the event additional Disciplinary Action is required. No verbal warning documentation shall be placed in the employee's corporate personnel file. Notes regarding verbal warnings are to be purged from the Department Manager/Supervisor's working file after two (2) years, provided the employee has no other Disciplinary Actions.

All other Disciplinary Actions, other than verbal warnings, will be placed in the employee's corporate personnel file administered by the Human Capital Business Unit.

~~1. Disciplinary actions involving a written warning will be purged after a period of~~ Written Warnings and Performance Improvement Plans are to be retained for two (2) ~~three (3)~~ years from the date the disciplinary action was issued to the employee, then purged, provided no other disciplinary actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the disciplinary action will be purged after a period of two (2) ~~three (3)~~ years from the date of the issuance of the latest Disciplinary Action.

~~2. Disciplinary suspensions records will be purged after a period of~~ are to be retained for a period of four (4) ~~five (5)~~ years from the date the disciplinary suspension was issued to the employee, and then purged, provided no other disciplinary actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the disciplinary suspension record will be purged after a period of four (4) ~~five (5)~~ years from the date of the issuance of the latest disciplinary action.

~~3.~~ Last Chance Agreements are a permanent part of the employee's corporate personnel file.

Job Abandonment. (Insert Job Abandonment language removed from Article I Section 4. Definitions.)

Maintenance of Commercial Driver's License – T&D Engineering & Substation, T&D Operations and Transportation & Construction Equipment Department. (Insert language deleted from Exhibit "B" Section 5., Paragraph AA. Maintenance of Commercial Driver's License.)

## EMERGENCY DEFINITION AND STAFFING AND WORK LOCATIONS DURING AN EMERGENCY:

The parties agree to discontinue “Memorandum of Understanding – Pandemic Plan” and modify the Agreement as follows:

Article I, Section 4. Definitions:

~~G. Emergencies shall be any unforeseen situations wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to property of the public or of the Company, or interruptions of service to the public.~~

G. Emergency shall be defined as any situation wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to property of the public or of the Company, or interruptions of service to the public. Emergency shall include the following:

- Emergency as declared by the Federal, State or Local Government
- Pandemic as declared by the Federal, State or Local Government
- Civil emergency event including but not limited to rioting, curfews, etc.
- Technological emergency including but not limited to internet outage at an OPPD facility, cyber-attack, ransomware, etc.
- Natural or manmade disaster that has caused or potential to cause damage of such severity affecting lives, OPPD property, public health and safety, or to lessen or avert the threat of such disaster

A declaration of a Level 1 or Level 2 Event as defined by the Storm Emergency Response Plan is excluded from this definition.

Exhibit “B”; Section 1. GENERAL RULES; Paragraph R. Staffing and Work Locations during an Emergency.

L. Staffing and Work Locations during an Emergency. In case of emergency as defined in Article I, Section 4, Paragraph (G), OPPD may begin operating under the following guidelines in terms of its employees:

1. Locations – Employees may be assigned to work at an alternate location with minimal notice. The location may be either an OPPD facility or non-OPPD facility to include the individual’s home residence. The alternate location may be other than an identified headquarters. Travel allowance will continue unless the employee is assigned a new headquarter due to the declared emergency.

While during the emergency, if an employee’s new location is their residence, mileage or travel pay will not be paid if the employee is required to report to their primary work location at any time during the declared emergency.

2. Schedules – The Company will determine the coverage that is required based on business needs and particulars of the emergency. Employees shall be given five (5) days’ notice if a schedule change is deemed necessary. Any portion of the day shall be considered one (1) calendar day when establishing a five (5) day notification period. If an employee is given less than five (5) days’ notice, they will be considered on their new base hours after five (5) days. Prior to meeting the minimum five (5) days’ notice all hours outside of normal base hours will be paid at the applicable overtime rate.

a. Non-shift workers may be scheduled for a total of forty (40) hours a week for any eight (8) or ten (10) hour period commencing within the twenty-four (24) hour day, Monday through Friday. The established schedule shall be consistent through the work week.

b. Shift Workers – The Company will make every effort to maintain current shift schedules. In the event the Company deems such schedules need to be modified due to coverage or emergency needs, the schedules will be adjusted in a manner to provide as little disruption as practical to the employee.

3. Pay –

a. Overtime will be paid per Article IV, Section 5. Overtime. All hours outside of the employee’s new base hours will be compensated at the applicable overtime rate.

b. Meal will be paid in accordance with Exhibit “B”, Section 1. Paragraph B. Meals during Overtime Work, and Paragraph C. Scheduled Overtime.

c. Shift Premiums will be paid in accordance with Exhibit “A”, Section 2. Premium Pay for Shift-Workers and Workers with Irregular Working Periods as applicable.

4. Sheltering in Place – Employees may be required to “shelter in place.” The Company will determine which departments, locations, and personnel will be required to “shelter in place” based on business needs and particulars of the declared emergency. The Company will ask for volunteers to Shelter in Place. If more employees volunteer than are needed, position will be filled in accordance with department or shop guidelines and qualifications.

Employees will be assigned to work one (1) of two (2) 12-hour shifts per day. Employees will not shelter in place longer than ten (10) continuous days. If an employee is required to “shelter in place” they will be compensated at two hundred percent (200%) for all hours worked (12-hour work shift) and one hundred and fifty percent (150%) for all non-worked hours (12-hour break).

5. Reverting to Normal Operations – Employees will revert to their regular schedule and work locations with a minimum of ten (10) hours off work. In the event that the employee does not get a ten (10) hour break, any and all hours worked during the ten (10) hour rotation back to their regular shift will be considered hours worked outside the employee’s base hours and paid at double time (200%).

During a declared emergency the Company and Union agree to meet on a frequent basis but not less than once a week, unless the parties mutually agree to forego such meeting.

## **ARTICLE II – RECOGNITION AND COOPERATION**

### **Compliance Update:**

The parties agree to amend Article II, Section 12. Compliance Requirements as follows:

It shall be the policy of the Company and the Union that during the term of this Agreement, the provisions herein shall apply to all employees without regard to age, color, disability, gender, gender expression, gender identity, genetic information, marital status, national origin, race, religion, pregnancy, sex, sexual orientation, veteran status, or any other characteristic protected by federal, state or local laws ~~race, color, religion, creed, sex, marital status, age, national origin, veteran status or disability~~. The Company may take all actions necessary to reasonably accommodate qualified individuals with a disability. The provisions of Article III, Section 1, will apply in regards to any complaints of actions taken by Management. ~~Words of masculine gender used in this Agreement shall be held to include the female gender, and vice versa.~~

Unless the context clearly indicates otherwise, wherever the masculine [or feminine] is used in this Agreement, the same is intended, and shall be understood and interpreted to include the feminine/all individuals, of any gender, or those who do not identify with any gender and wherever the feminine is used, the same shall include the masculine. Similarly, the words he, her, his, she, their, and they as used in the Agreement applies universally regardless of gender.

### **Quarterly Labor-Management Meetings:**

The parties agree to add Section 14. Labor Management Meetings. to Article II of the Agreement.

#### **SECTION 14. LABOR-MANAGEMENT MEETINGS.**

In the spirit of cooperation, the Union and the Company agree to schedule quarterly Labor Management meetings of a maximum duration of two (2) hours each in order to discuss any and all pertinent work related issues with the Senior Director of Utility Operations Construction and Maintenance or their delegate.

The topics of discussion at such quarterly meetings will be communicated to each party a minimum of 24 hours before the meeting. The Union shall be allowed to bring the necessary union stewards to such meeting, on company time, to discuss the issues. The parties may mutually agree

to cancel any scheduled quarterly meeting, reschedule any quarterly meeting, or set the topics or duration of the meeting. The intent of these meetings is not to replace the grievance procedure.

**Savings Clause:**

The parties agree to add the following to Article II, Section 15. Savings Clause.

SECTION 15. SAVINGS CLAUSE.

If any provisions of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or by reason on any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section, or portion thereof if requested by either party in writing within sixty (60) days after the date the Article, Section, or portion thereof was invalidated.

**ARTICLE III – METHODS OF NEGOTIATIONS**

**Grievance Process / Handling Complaints:**

The parties agree to amend Article III, Section 1. Handling Complaints as follows:

The procedure in handling of complaints or grievances regarding a.) interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, and formal interpretations and clarification executed between the Company and the Union. The Company and the Union agree that if Article II, Section 9, D is cited in the grievance, another section of the Agreement will be listed; b.) termination, demotion, suspension or discipline of an individual employee; or c.) disputes as to whether a matter is proper subject for the grievance procedure, ~~regarding hours, wages, working conditions or any matter relating to the application of the provisions of this Agreement (hereinafter referred to as “complaints”)~~ shall be determined as follows.

A. If an employee shall have a complaint, the employee should submit such complaint in writing through the employee’s Steward to the head of the department or division within fifteen (15) calendar days of the occurrence which gave rise to it, and a meeting shall be held within fifteen (15) calendar days after receipt of such complaint to settle the matter. Attendees for the Company shall include the Department Manager in which the employee works, or the qualified assistant of such person. The reply to such complaint or grievances shall be submitted in writing by the Company to the President of the Union within seven calendar days after the initial meeting held to discuss the complaint or grievance and attended by both the Company and the Union. If a settlement is not reached, and -

C. The complaint may again be submitted by the Union to the Company, in which case it shall be dealt with by a conference between the representatives of the Union, including at least one employee member, and the representatives of the Company, including the ~~President or a (Sr.)~~ Vice President/Senior Director. In the event this conference does not result in a settlement within

one (1) week after such complaint has been so submitted (unless an extension of time is mutually agreed upon), then -

F. Upon mutual agreement between the Company and the Union, the parties may agree to bypass the “first step”, “second step”, and/or “third step” meeting described above.

G. If a complaint or grievance is submitted detailing the termination, demotion, suspension or discipline of an individual employee, the Company and the Union agree to expedite the steps as follows:

1. In the event of the demotion, suspension or discipline of an individual, the “first step” meeting will be bypassed and start with the “second step” meeting described above.
2. In the event of termination, the “first step” and “second step” meetings will be bypassed and start with the “third step” meeting described above.

## **ARTICLE IV – WORKING PERIODS**

### **Breaks and Lunches:**

The parties agree to modify Article IV, Section 2. as follows:

B. Regular daytime working hours for non-shift-workers shall be any period from 7 A.M. to 4:30 P.M., with one (1) hour or one-half (½) hour out for lunch every day, subject, however, to the provision of Divisional Rules, Exhibit “B”.

C. Starting and quitting times shall be between 7-8 A.M. and 4:30-4:30 P.M., respectively, both at headquarters, as defined in Divisional Rules, Exhibit “B”, except as otherwise provided in such rules.

G. The meal period shall be considered to be an uninterrupted time which commences between three (3) to five (~~3~~-5) hours of the beginning of the regular work period.

H. A paid break period should be no longer than fifteen (15) minutes duration which commences between one (1) to three (3) hours of the beginning of the regular work period.

### **Call Outs: Continuation of Pay and Minimum Three (3) Hours for all Call Outs:**

The parties agree to modify Article IV, Section 8. Called for Overtime Work., Paragraph B. as follows:

B. An employee who reports for overtime work, whether it be for scheduled overtime or a callout, ~~the employee~~ shall be paid for not less than three (3) hours for each time the employee reports, unless such overtime work is scheduled to commence less than three (3) hours before the start of the employee’s regular scheduled working day or the overtime is continuation of the work



day, in which case the employee shall be paid only for the time ~~worked~~~~elapsed between the time the employee reports for such overtime work and his/her regular working day.~~ When an employee reports for a callout, their wage rate will not be reduced due to change of day. Overtime will be considered scheduled when an employee is notified the day before the overtime. Although work shall not be created to hold an employee for three (3) hours, an employee may be required to perform additional work that affects or has the potential to affect the generating capability of a unit, or continuous operations of District facilities, or service to customers other than that identified at the time of the overtime request. In periods of stormy weather, natural disaster, civil disturbance, or if trouble is likely to occur, such employee may be held for the three (3) hours.

For clarification:

- If an employee is scheduled (notified the day before) to start work two (2) hours prior to their base hours, the employee will be compensated for two (2) hours:

<u>5:00 AM – 7:00 AM</u>	<u>2 hours</u>	<u>overtime 150%</u>
<u>7:00 AM – 3:30 PM</u>	<u>8 hours</u>	<u>base pay</u>

- If an employee is called at home to respond to a callout prior to their base hours, the employee will be paid the minimum callout of three (3) hours.

<u>5:00 AM – 7:00 AM</u>	<u>2 hours</u>	<u>overtime 150%</u>
	<u>1 hour</u>	<u>minimum overtime 150%</u>
<u>7:00 AM – 3:30 PM</u>	<u>8 hours</u>	<u>base pay</u>

**Daylight Saving Transition Pay:**

The parties agree to the Creation of Section 10. Daylight Saving Transition Pay under Article IV:

**SECTION 10. DAYLIGHT SAVING TRANSITION PAY.**

Daylight Saving Transition Pay. If an employee actually works one (1) hour greater than their scheduled hours of work as a result of an adjustment in daylight savings time, they shall receive one (1) hour's pay at the applicable overtime rate. If an employee works one (1) hour less than their scheduled hours of work as a result of an adjustment in daylight savings time, they will be compensated for their regularly scheduled base hours. In overtime situations, employees will be paid for the number of hours actually worked.

**ARTICLE VI LEAVES OF ABSENCE**

**Funeral Leave Enhancements:**

The parties agree to amend Article VI., Section 6. Leave to Attend the Funeral of a Relative. by increasing the number of days available for funeral leave for the death of a spouse or child.

An employee shall be granted a leave, with pay, to attend the funeral of an immediate relative as follows:

1. Spouse, child, or step-child: A maximum of ten (10) days leave to make funeral

arrangements, attend the funeral (including necessary travel), handle estate matters following the funeral, and/or handle other matters related to the death. This benefit shall be used within ninety (90) days of the death of the family member.

## **ARTICLE VII VACATION AND PAID SICK LEAVE**

### **Vacation Leave Enhancements:**

The parties agree to delete Article VII Section 1. Vacations. and replace with the following:

#### **SECTION 1. VACATIONS.**

A. Effective as of January 1, 2023, eligible employees accrue Vacation Leave depending on the length of time they have been employed with OPPD on a per pay period basis.

New employees will be given forty (40) hours of Vacation Leave on their hire date.

Employees will accrue Vacation Leave based on continuous service in accordance with the schedule below. Employee's per pay period accrual hours will increase on the employee's service anniversary date.

<u>Years of Continuous Service</u>	<u>Accrual - Hours Per Pay Period</u>	<u>Maximum Annual Vacation Hours</u>	<u>Maximum Vacation Balance Hours</u>
<u>Less than 1</u>	<u>2</u>	<u>52</u>	<u>92</u>
<u>1 up to 5</u>	<u>4</u>	<u>104</u>	<u>208</u>
<u>5</u>	<u>6</u>	<u>156</u>	<u>312</u>
<u>10</u>	<u>7</u>	<u>182</u>	<u>364</u>
<u>15</u>	<u>7.5</u>	<u>195</u>	<u>390</u>
<u>20</u>	<u>8</u>	<u>208</u>	<u>416</u>
<u>25</u>	<u>8.5</u>	<u>221</u>	<u>442</u>
<u>30</u>	<u>9</u>	<u>234</u>	<u>468</u>

1. Employees are allowed to have a maximum of two (2) times their annual accrual. After an employee has met their maximum Vacation Leave balance, they cannot accrue additional Vacation Leave hours until their Vacation Leave balance drops below the maximum balance.

2. An employee will not receive retroactive accruals for time worked while they were at the maximum balance.

3. Vacation will not be earned while an employee is on Ordinary Leave of over thirty (30) days duration as defined in Article VI, Section 1 of the Agreement.

B. Insofar as the needs of the Company will permit, the scheduling of vacations shall be in accordance with employee seniority, as defined in Article V. To retain seniority in scheduling, vacations should be scheduled with the department head as early as possible and no later than April 1.

C. For the maintenance of efficient and satisfactory service to the Company's customers, an employee may be required by the division head to work during part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so required to work shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly wage rate for vacation hours so worked.

D. At the request of an employee, and with the permission of the division head, an employee may work a part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so permitted to work shall be paid at the employee's regular hourly wage rate for vacation hours so worked.

E. Upon separation from OPPD, the balance of Vacation Leave hours available to the employee will be paid with the final paycheck.

#### **VACATION TRANSITION PLAN:**

In addition to the above contract language modification. The parties agree to the following transition plan:

1. The company will buy back any unused 2021 vacation.
2. All employee's hired in 2022 will receive forty hours of vacation on January 1, 2023.
3. The employees Vacation Leave balance as of January 1, 2023, will include all unused vacation balances from 2022 and all vacation earned for 2023.

#### **Sick Leave – Reduce Sick Leave Reconstitution Period and Increase FMLA Sick Leave:**

The parties agree to amend Article VII Section 2. Paid Sick Leave as follows:

1. Reduce the sick leave reconstitution period from twenty-two (22) weeks to eighteen (18) weeks.
2. Increase the amount of sick days an employee may use for a qualifying family member:

#### **SECTION 2. PAID SICK LEAVE.**

Employees shall be allowed to use their ~~up to a maximum of five (5) days per calendar year~~ of own sick leave to care for an injury or illness of an immediate family member. "Immediate" family member shall be defined as those family members covered by the Federal Family Medical Leave Act (FMLA). A supervisor may require verification of illness or injury for an immediate family member. The number of days an employee may use is, as follows:

1. An employee may use up to a maximum of five (5) days in a calendar year for any illness or injury to an immediate family member that is classified as non-FMLA.

2. An employee may use up to a maximum of ten (10) days in a calendar year for any illness or injury to an immediate family member that is classified and approved under the FMLA. Any days an employee uses for any illness or injury to an immediate family member that is classified as non-FMLA shall be deducted from this ten (10) day maximum. For example, if an employee uses two (2) days of sick leave for an immediate family member under a non-FMLA event, then the employee would only be able to use eight (8) days of sick leave if an immediate family member has a qualifying FMLA event the rest of the calendar year.

## **EXHIBIT “A” EMPLOYEE CLASSIFICATIONS, WAGE RATES, AND RULES**

### **Premium Pay Increase:**

The parties agree to modify the Agreement as follows:

Exhibit “A” Section 2. Premium Pay for Shift Workers and Workers with Irregular Working Periods.

In addition to the basic wage of the classification set forth in Exhibit “A”, a shift-worker or worker with irregular working periods shall receive a premium payment of one dollar and thirty-six cents (\$1.36) ~~eighty-five (85) cents~~ per hour for all hours worked in a scheduled afternoon or evening shift or work period, and a premium payment of one dollar and eighty-four cents (\$1.84) ~~of one dollar and fifteen cents (\$1.15)~~ per hour for all hours worked in a scheduled night shift or work period. A premium of one dollar and eighty-four cents (\$1.84) ~~one dollar (\$1.00)~~ per hour will be paid for all hours worked in a scheduled 12 hour Night Shift (rotating shift-workers).

For shifts or work periods that do not conform to the above scheduled shifts, the premium payment of one dollar and thirty-six cents (\$1.36) ~~eighty-five (85) cents~~ per hour shall be paid for all hours worked after 5:00 P.M., and the premium payment of one dollar and eighty-four cents (\$1.84) ~~one dollar and fifteen cents (\$1.15)~~ per hour shall be paid for all hours worked after 11:00 P.M.

Exhibit “A” Section 3. Premium Pay for Twenty-Four Hour Coverage.

Hours worked before 8:00 A.M. or after 5:00 P.M. (or as to the classifications enumerated in paragraph E of Section 5 of Exhibit “B” hereto, before 7:00 A.M. or after 6:00 P.M.) shall qualify for shift premium pay, subject to the provisions of Section 2 of Exhibit “A” hereto. ~~Employees hired before January 1, 1979 will be given consideration for assignments to such shifts if they so request.~~ Employees shall be given at least five (5) calendar

days advance notice of their assignment to such shifts. Any portion of a day shall be considered one calendar day when establishing a five (5) day notification period.

Exhibit “B” Section 2. Premium Pay for Twenty-Four Hour Coverage.

SECTION 2. DIVISIONAL RULES COMMON TO ENERGY PRODUCTION OPERATIONS DIVISION AND NUCLEAR DECOMMISSIONING.

The rules of this Section shall apply to all the departments and classifications of employees included in Exhibit “A” under the Energy Production ~~Operations~~ and Nuclear Decommissioning Divisions.

A. **Temporary 24-Hour Coverage Shift Assignments.** This section applies to temporary 24-hour coverage shift assignments within the Energy Production ~~Operations~~ and Nuclear Decommissioning Divisions.

**Night Shift:**

**Up to Thirty-Six (36) Hours:** Employee is paid their base hours not worked at straight time (code 827) plus applicable overtime rate (code 333/334) for all hours worked outside their base hours. If any shift begins prior to the expiration of the 36-hour notification than the entire shift will be paid at overtime.

Temporary 24-hour coverage back shift premium of one dollar and eighty-four cents (\$1.84) ~~(\$1.00)~~ is applied (see paragraph 2) (code 295/695). This shift premium payment replaces the afternoon/night shift premium.

Meal allowances earned will be granted consistent with the Scheduled Overtime, Overtime Day provision, which states an employee must work ten (10) hours to qualify for a meal allowance (code 560).

**From Thirty-Six (36) Hours to Five (5) Days:** Employee is considered to be on their new base hours and receives:

- 10% of all hours worked between 3:30 PM and 11:30 PM (code ~~551511~~/553)
- 15% for all hours worked between 11:30 PM and 8:30 AM (code 552/554)
- No premium for working between 8:30 AM and 3:30 PM.

Temporary 24-hour coverage back shift premium (\$1.84) ~~(\$1.00)~~ is applied (see paragraph 2) (code 295/695). This premium payment replaces the afternoon/night shift premium.

Employee will receive a meal (plus one hour to eat it at the applicable overtime rate) if they work more than two (2) hours before/after their assigned base hours (code 560).

**After Five (5) Days:** Employee is considered to be on their new base hours and penalty premiums no longer apply.

Temporary 24-hour coverage back shift premium ~~(\$1.84)~~~~(\$1.00)~~ is applied (see paragraph 2) (code 295/695). This shift premium payment replaces the afternoon/night shift premium.

**Miscellaneous:**

~~• Employees hired after January 1, 1979, can be assigned to Temporary 24 hour Coverage. Employees hired on or before January 1, 1979, cannot be assigned to Temporary 24 hour Coverage unless they volunteer.~~

• These clarifications apply to Energy Production ~~Operations~~ and Nuclear Decommissioning Divisions.

2. Employees assigned to this shift will be paid premium pay for working the temporary 24-hour coverage back shift. Employees working this shift shall receive at the night shift premium payment of one dollar and eighty-four cents (\$1.84) ~~one dollar (\$1.00)~~ for all hours worked in this scheduled shift period. [This shift premium payment replaces the afternoon/night shift premium contained within Exhibit “A”, Section 2, Premium Pay for Shift-Workers and Workers with Irregular Working Periods.]

**Retirement Incentive**

The Parties agree to modify Exhibit “A” Section 4. as follows:

SECTION 4. INCENTIVES LINKED TO COMPANY OR BUSINESS UNIT PERFORMANCE OR EMPLOYEE SERVICE.

C. Retirement Incentive. Employees, upon normal or early retirement, as defined in Article IX, will receive seven hundred and fifty dollars (\$750.00) at the time of retirement. This amount may be used by the employee for a retirement party, if the employee so chooses.

**EXHIBIT “B” OPPD DIVISIONAL RULES**

**Travel Allowance:**

The parties agree to amend Exhibit “B”, Section 2., Paragraph C. Travel Allowance:

C. **Travel Allowance.** Whenever an employee is required to report to work at the Fort Calhoun Power Station, when the employee’s Regular Headquarters in another location in the Metropolitan area (Jones Street, North Omaha, Sarpy County); or an employee is required to report for work at a location in the Metropolitan area (Jones Street, North Omaha, Sarpy County), when the employee’s Regular Headquarters is the Fort Calhoun Power Station; the employee shall receive a travel allowance of \$31.00 ~~\$21.00~~ for each required trip to and from the specific location.

The parties agree to add the following to Exhibit “B”, Section 2., Paragraph C. Travel Allowance:

Whenever an employee is required to report to the Nebraska City Power Station and the employee’s regular headquarters is Fort Calhoun Power Station, or an employee is required to report for work at Fort Calhoun Power Station, when the employee’s Regular Headquarters is the Nebraska City Power Station; the employee will receive a travel allowance equivalent to 2.5 hours pay at the employee’s base hourly rate for each required trip to and from the specified location for days traveled Monday through Friday. The employee shall receive the equivalent of one and one-half (1 ½) times pay for travel on Saturday and double (2) time pay for travel on Sundays and holidays.

**Meals:**

The parties agree to the following:

- Increase the meal allowance from \$18.00 to \$20.00.
- When an employee continues to work immediately after their regular quitting time, they will qualify for the first meal at two (2) hours of overtime. (This provision does not apply while working Temporary 24-Hour Coverage)
- During a Level 1 or Level 2 storm two (2) meals will be earned per day as follows:

**SECTION 5. DIVISIONAL RULES COMMON TO TRANSMISSION & DISTRIBUTION ENGINEERING & SUBSTATION DIVISION, TRANSMISSION & DISTRIBUTION OPERATIONS DIVISION, AND BUSINESS TECHNOLOGY & BUILDING SERVICES DIVISION (COMMUNICATIONS DEPARTMENT ONLY).**

Two (2) meal allowances will be earned each day of a declared Level 1 or Level 2 Emergency.

**SECTION 7. SUPPLY CHAIN MANAGEMENT DIVISIONAL RULES.**

Employees in the Warehouse (Stores) department will earn two (2) meal allowances each day of a declared Level 1 or Level 2 Emergency. Employees in the Transportation department will receive one (1) meal allowance during a Level 1 Emergency, unless twelve (12) hour shifts or more are established in which two (2) meals would be earned, and two (2) meals will be earned during a Level 2 Emergency.

**Transportation Department:**

The parties agree to move the Transportation and Construction Equipment Department to under Section 7. Supply Chain Management Divisional Rules.

## **Rural On-Call:**

The parties agree to modify Exhibit “B,” Section 5., Paragraph H. Storm Restoration. and Paragraph M. Non-Metro On-Call System. as follows:

### STORM CLASSIFICATIONS

#### 3. Miscellaneous Items:

~~h. The Company will pay rural On-Call pay (Code 196/197) for On-Call employees, including all overtime hours (Code 696/697), during Level I and Level II storm events. The Company will not pay for acting Troubleshooter pay (Code 740/84) when the Troubleshooter is pulled in to another crew.~~

#### **M. Non-Metro ~~On-Call~~ On-Call System.**

~~Employees of the Syracuse Center and Area Offices are expected to be available for overtime. The following will establish an On-Call System. who are required to be available to perform Troubleshooter job duties are unique in that they are essentially the only non-shift employees within Local Union No. 763 bargaining unit who are required to be fit for duty and available for callout on an “On Call” basis during an agreed to specific assigned time period. It is further recognized that these requirements do not exist at the Metropolitan Area Service Centers or in the power generating stations. Based on this recognition, it is agreed between OPPD and the IBEW that the following items have been agreed to, acknowledged and supported.~~

~~Subject: On Call system which replaced the First Call system.~~

~~1. For the purposes of this section, and only this section, On-Call employee shall be defined as~~Participation: All eligible Non-Metro On-Call On-Call Troubleshooters; 1.) (Line Crew Leaders; 2.) , Troubleshooters; and 3.) or Line Technicians with at least two (2) years of experience on the OPPD System) at OPPD.

~~Eligible Line Technician will include any Line Technician with at least two (2) years of experience on the OPPD System.~~

~~2. Schedule: No change to the present scheduling and notification process of the On-Call Troubleshooter.~~ On-Call Period shall be from the beginning of the normal workday Friday until the beginning of the normal workday the following Friday. With exception of weeks that contain a paid OPPD observed holiday, which falls on a Friday, both employees will be entitled to receive the on-call compensation. For example, on the day after Thanksgivings Holiday, the employee transitioning off on-call and the employee transitioning to on-call would both received the on-call compensation.



4. Responsibility: Each On-Call Troubleshooter will be responsible to ~~wear and use Company provided pagers and may be assigned Company cellular telephones while On-Call.~~ or provide a contact number.

6. Compensation for ~~On-Call~~ On-Call:

a. Monday through Friday, one (1) hour of straight time base pay per day: (Troubleshooter or Line Crew Leader as appropriate) while ~~On-Call~~ on-call.

b. Saturdays, Sundays and Holidays, two (2) hours of straight time base pay per day: (Troubleshooter or Line Crew Leader as appropriate) while ~~On-Call~~ on-call.

c. On-call will continue during a Level I and Level II storm events. The Company will not pay for acting Troubleshooter pay (Code 740/84) when the Troubleshooter is pulled in to another crew.

~~d. During the week the On-Call Troubleshooter is On-Call, he/she will earn the applicable overtime rate for all hours worked under service restoration and in line with the Fair Labor Standards Act (FLSA). It is agreed that scheduled overtime will not be calculated using the same overtime calculation rate and that all scheduled overtime will be paid at the applicable base hourly wage rate as determined by the contract and without any additional premium due to On-Call status/pay.~~

d. On-Call compensation will be included in an employee's base rate for overtime purposes pursuant to the Fair Labor Standards Act ("FLSA").

#### **Automated Call Out Minimum Qualifications for Acting Crew Leader:**

The parties agree to modify Exhibit "B," Section 5., Paragraph I. Automated Call Out System. as follows:

A. Automated Call Out System. The Automated Call Out (ACO) System will call out Line Technicians and others high to low seniority with each Metropolitan overtime list to be acting Line Crew Leaders when there is a need. To be called out by the ACO System to be an Acting Line Crew Leader, a Line Technician must ~~have at least two hundred (200) hours of Acting Line Crew Leader experience~~ have been an OPPD Line Technician for two (2) years or more.

#### **Rope Rescue Incentive:**

The parties agree to add Paragraph O. Confined Space Rope Rescue Incentive to Exhibit "B," Section 3. Production Operations Division Rules. Paragraph O. Confined Space Rope Rescue Incentive.

O. Confined Space Rope Rescue Incentive. The Company will request for volunteers from North Omaha Station, Nebraska City Station, and Peaking Stations to qualify and participate for the Confined Space Rope Rescue Teams at North Omaha, Nebraska City, and Peaking Stations. Employees must obtain supervisory approval to volunteer and participate on this team and be available when the need arises to be available for rescue. Management will determine the number of volunteers needed per location and will distribute the opportunity as equally as possible amongst the three (3) Local Unions and Exempt personnel. Volunteers are required to maintain compliance with Occupational Safety and Health Administration (OSHA) Standard 1910.146. Volunteers will be required to complete a minimum of forty (40) hours of annual training each calendar year. Additionally, monthly refresher training will be offered throughout each year. Volunteers must attend at a minimum four (4) of the twelve (12) refresher training opportunities to continue on the voluntary team. The refresher training will not count towards the forty (40) hour annual required training. Upon initial successful completion of annual training, volunteers will be paid a five hundred dollar (\$500) incentive. Each proceeding year, volunteers will receive a one-thousand dollar (\$1000) annual incentive for maintaining OSHA compliance. Payment of the annual incentive will be completed January of the following calendar year. As of June 1, 2022, current volunteers will receive the five hundred dollar (\$500) incentive. If more employees volunteer than spots available, or to backfill vacancies, the Company will use company seniority to fill the available spots.

The parties also agree to pay \$500.00 for all employees who have completed annual training in 2022.

**Temporary Promotion for Fix It Now (FIN) Acting Crew Leaders:**

The parties agree when a permanent Crew Leader does not volunteer for the FIN Team, the Company will temporarily promote the senior FIN Team volunteer for each craft represented by IBEW Local Union No. 763.

**EXHIBIT “C” MEMORANDA OF UNDERSTANDING AND OTHER AGREEMENTS**

**Table of Travel:**

The parties agree to remove Irvington from the Table of Travel Time in Exhibit “C”.

**Asbestos Abatement Letter of Agreement:**

The parties agree to the discontinuation of Letter of Agreement “Decommissioning of Fort Calhoun Nuclear Station Asbestos Abatement.”

# EXHIBIT “D” PART TIME EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 763

The parties agree to the creation of Exhibit “D” which recognizes the part time positions represented by IBEW Local 763.

## SECTION 1. TERM OF THE AGREEMENT

The effective dates of the agreement between the Omaha Public Power District and the International Brotherhood of Electrical Workers as described in Article I, Section 1, of the General Agreement are incorporated into Exhibit D.

Part time employees represented are those part time craft employees working in the following Divisions and Department:

<u>Division</u>	<u>Dept No.</u>	<u>Department Name</u>
<u>Supply Chain Management</u>	<u>545</u>	<u>Transportation &amp; Construction Equipment</u>

## DEFINITIONS.

A. Part time employee: Part time employees are employees who work thirty (30) hours or less per week as averaged over a rolling twelve (12) month period.

1. Probationary part time employee — Any part time employee who has been employed by the Company in any classification set forth in this Exhibit for six (6) months or less. Probationary employees may be subject to discharge for any reason. The discharge of a probationary employee will not be subject to Article III of the Collective Bargaining Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for part time probationary employees.

2. Regular part time employee — Any part time employee who has been employed for more than six (6) months in any classification set forth in this Exhibit.

B. Continuous Service — Article I, Section 4. F. is incorporated into this Exhibit.

## HOURS OF WORK.

A. Part time employees will normally be scheduled up to twenty five (25) paid hours of work or less. In no event will the hours of work of a part time employee exceed thirty (30) paid hours per week (averaged over a rolling twelve (12) month period). There are no restrictions on the specific times a part time employee is scheduled to work in any one day.

B. The hours of work of a part time employee are subject to change without advance notification restrictions.

#### OVERTIME.

A. All employees are expected to be available for work during emergencies or, when in the opinion of the Company, such work is necessary for the continuance of efficient operations or service to the customers.

B. Overtime is defined as any and all hours worked in excess of forty (40) hours of work in any one work week.

C. Overtime hours will be compensated at the rate of one and one half (1½) times the employee's base hourly rate.

D. A work week is defined as beginning on Sunday and ending on Saturday.

#### TIME RECORDING DEVICES.

Article IV. Section 9 is incorporated into Exhibit D.

#### SENIORITY.

Part time employees will accrue seniority on a separate part time seniority list.

#### PROMOTIONS AND TRANSFERS.

A. Part time employees will be permitted to apply for other part time or full time job classification openings provided they have been employed for two (2) years in their current job classification. This requirement may be waived at the discretion of the employee's manager.

B. Part time employees applying for full time positions will be expected to compete with all other applicants (internal and external).

#### LEAVES OF ABSENCE.

Leaves of Absence described in Article VI, Section 1 (Ordinary Leave), Section 2 (Leave for Union Duties), Section 5 (Leave for Jury or other Mandatory Court Services) Section 8 (Leave for Active Military Service), Section 9, (Leave for Annual Encampment Training, National or State Guard Duty), Section 10 (Leave for Election Board Service), and Section 11 (Effects of Leaves on Seniority and Pay) are all incorporated into Exhibit D and apply to represented part time employees.

PAID TIME-OFF.

A. An employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week, per pay-period, for a total of forty (40) hours a pay-period, shall be eligible for Paid Time Off (PTO). All part time employees will earn paid time off according to the following schedule (Paragraph C).

B. Paid Time Off (PTO) as used herein shall be the period of time used for vacation, personal time, sickness, time off to care for dependents or funeral leave.

C. The employee shall receive a paid time off allowance based on years of continuous service according to the following schedule:

New employees will be given twenty (20) hours of PTO on their hire date.

<u>Years of Continuous Service</u>	<u>Accrual</u>	<u>Maximum Annual PTO Allowance</u>	<u>Maximum PTO Balance</u>
<u>Less than 5</u>	<u>Three (3) hours per pay-period*</u>	<u>78 hours</u>	<u>156 hours</u>
<u>5 but less than 10</u>	<u>Five (5) hours per pay-period*</u>	<u>130 hours</u>	<u>260 hours</u>
<u>10 and over</u>	<u>Six (6) hours per pay-period*</u>	<u>156 hours</u>	<u>312 hours</u>

D. Employees may use PTO time in hourly increments.

E. Employees are allowed to have a maximum of two (2) times their annual accrual. If an employee is at their maximum PTO balance, they will not accumulate any more PTO until the time their PTO balances drops below the maximum balance. An employee will not receive retroactive accruals for time worked while they were at the maximum balance.

F. Insofar as the needs of the Company will permit, the scheduling of vacation shall be in accordance with employee's Company seniority, as defined in Article V. The seniority list shall be for part time classifications only. To retain seniority in scheduling, PTO should be scheduled with the department head as early as possible and no later than April 1. There may be occasions, such as sudden illness, when an employee cannot notify his/her supervisor in advance. In those situations, the employee must inform his/her supervisor of their circumstances as soon as possible. If an employee misses more than three (3) consecutive scheduled days, he/she may be required to present a doctor's release to his/her supervisor and/or the Human Capital Department that permits them to return to work.

G. An employee will be paid for all accrued but unused PTO when they leave the Company or become a full time employee.

INSURANCE PLANS.

The Company will, during the term of this Agreement, make available to the part time employees of the bargaining unit, a plan of Health Insurance benefits, subject to the provisions of the Insurance Policy, as negotiated. In the event State or Federal legislation is enacted for National Health Care Insurance, the parties herein agree to meet to discuss the effect of such legislation.

DEFERRED COMPENSATION PLAN.

The Company will, during the course of this Agreement, make available to the part time employees of the bargaining unit a Deferred Compensation Plan subject to the provisions of the plan, as negotiated.

CLASSIFICATIONS AND BASIC WAGES.

	<u>Rate</u> <u>Step</u>	<u>Hourly</u> <u>Rate</u> <u>Effective</u> <u>05/31/22</u>
<u>Supply Chain Management</u> <u>Part Time Transportation Worker</u>	<u>1</u>	<u>\$24.50</u>

TRANSITION TO FULL TIME POSITION.

B. Employees will not be subject to an additional probationary period provided they have worked for at least six (6) months in District employment as a part time employee.

C. Full time employee benefits will become available to transitioned employees as follows.

1. Retirement (Cash Balance only)
2. Health Benefits
3. LTD
4. Life Insurance
5. Sick Leave (Will start as if a new employee)
6. Vacation (Will start as if a new employee)
7. Holidays:

a. Fixed holidays will be granted based upon the number of fixed holidays remaining in the calendar at the time the employee transfers from part time to full time.

b. Floating holidays will be credited on a pro-rata basis as defined in Article IV Section 4. Holidays will be based upon the month during which the employee transfers from part time to full time.

8. Dental

BENEFITS.

Benefits – Effective January 1, 2023:

A. \$2,000 High Deductible Health Plan (HDHP/PPO 2000), at the same coverage levels as a full-time employee (i.e. employee only, employee + spouse, employee + child(ren), and employee + spouse + child(ren)), will be offered to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employees will pay 20% of the cost of the medical benefits. Vision Plan will be included with the HDHP/PPO 2000.

B. Health Savings Account (HSA) will be made available with a Company match of up to a maximum of \$2,000 per year to be used for the employee’s Deferred Compensation Plan or for HSA employee contributions.

C. Paid Time Off — To be made available in lieu of sick leave, vacation and other leave requirements as defined in Exhibit D Section 10.

D. Paid Holidays — None

E. 401k/457 Deferred Compensation Plans to be made available with an annual Company match of up to a maximum of \$2,000. The match will be dollar for dollar on the first \$150 of contributions per pay period, plus 50% on the difference between 6% of base pay.

F. Dental Plan at the same coverage levels as a full-time employee (i.e. employee only, employee + spouse, employee + child(ren), and employee + spouse + child(ren)), will be available to employee only (no dependents) to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employees will pay 30% of the cost.

G. Accident and Critical Illness available to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employee to pay the full cost.

H. No Life Insurance Benefits.

I. No LTD Benefits.

PART TO FULL TIME RATIO.

The Company will discuss the ratio of part time to full time employees as requested by either party.

CONTRACT DURATION.

The effective dates of this Agreement will follow that of the existing contract between OPPD and IBEW Local 763.



# **EXHIBIT B**

## **2022 NEGOTIATIONS**

**THE OMAHA PUBLIC POWER DISTRICT  
("THE COMPANY" OR "OPPD")**

**AND**

**IBEW LOCAL UNION NO. 1483  
("THE UNION" OR "IBEW 1483")**

***Tentative Agreement as of July 18, 2022***

**KEY:**

**BLUE** = Language agreed to by the parties that will be added to the Labor Agreement

**RED** = Language in the labor agreement the parties have agreed to remove.

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# **GENERAL WAGE INCREASE, HEALTH AND LIFE INSURANCE CHANGES, RETIREMENT PLAN REOPENER AND PRODUCTION & GRID OPERATIONS - SYSTEM OPERATIONS SPECIALIST**

## **General Wage Increase & Term of the Contract**

The parties agree to a three (3) year contract effective June 1, 2022, to May 31, 2025. The parties agree to a 4% general wage increase effective June 1, 2022, a 3% general wage increase effective June 1, 2023, a 2.5% general wage increase effective June 1, 2024.

## **Health and Life Insurance Changes**

The parties agree effective January 1, 2023, to the following:

### **1. Dependent Child:**

Align the definition of an eligible Dependent Child for Health, Dental, Vision and Life Insurances as follows:

A Dependent Child until the Child reaches his or her 26th birthday. The term “Child” includes the following Dependents:

- A natural biological Child;
- A stepchild;
- A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state, or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
- A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court;
- A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO)

### **2. Health Insurance:**

PPO 750 & HDHP 2000

	<b>In-Network Provider</b>	<b>Out-of-Network Provider</b>
<b>Therapy and Manipulations</b> <ul style="list-style-type: none"> <li>• Physical, occupational or aquatic therapy services, chiropractic or osteopathic physiotherapy (combined limit to <del>60</del> <u>90</u> sessions per Calendar Year)</li> </ul>	Deductible and Coinsurance          Deductible and Coinsurance	Deductible and Coinsurance

	In-Network Provider	Out-of-Network Provider
<ul style="list-style-type: none"> <li>Speech Therapy Services (limited to 30 sessions per Calendar Year)</li> <li>Manipulations (no limit)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
<b>Hearing Aids: <del>Exams and tests only covered for age 19 and over</del></b> <ul style="list-style-type: none"> <li><u>Hearing Aids for children to Age 19: \$3,000 maximum benefit every 48 months</u></li> <li>Hearing Aids for <u>adults (over Age 19) \$3,000 lifetime maximum</u></li> </ul>	<del>Deductible and Coinsurance</del> Deductible and Coinsurance Deductible and Coinsurance	<del>Deductible and Coinsurance</del> Deductible and Coinsurance Deductible and Coinsurance

### Prescription Drugs

#### PPO 750

Prescription Drugs	In-network Provider	Out-of-network Provider
<b>Retail – per 30-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	\$5 Copay	30% of Billed Charge
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	\$30 Copay	30% of Billed Charge
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	\$40 Copay	30% of Billed Charge
<b>OptumRx Home Delivery (Mail order) – per 100-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	\$10 Copay	No benefits
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	\$60 Copay	No benefits
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	\$80 Copay	No benefits
Specialty drugs (specialty drugs must be purchased through Optum Specialty Drugs)	\$50 Copay	No benefits

#### HDHP 2000

Prescription Drugs	In-network Provider	Out-of-network Provider
<b>Retail – per 30-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance

Prescription Drugs	In-network Provider	Out-of-network Provider
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance
OptumRx Home Delivery (Mail order) – per 100-day supply		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	Subject to Deductible then 100%	No benefits
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	Subject to Deductible then 100%	No benefits
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	Subject to Deductible then 100%	No benefits
Specialty drugs (specialty drugs must be purchased through Optum Specialty Drugs)	Subject to Deductible then Plan Pays 100%	No benefits

### 3. Dental Insurance:

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Member, reduced out of pocket costs.

<b>Deductible Amount:</b>	
<b>When a Participating Provider is used:</b>	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$25
<b>When a Non-Participating Provider is used:</b>	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$50
<b>Maximum Deductible per Benefit Period</b>	<b>\$50</b>

Any deductible satisfied during the Benefit Period will be applied to both the Participating Provider Deductible and the Non-Participating Provider Deductible. Once the Maximum Deductible per Benefit Period has been met, no further deductible will be required.

Benefit Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures	<del>80%</del> 100%	70%
Type 2 Procedures	80%	70%
Type 3 Procedures	60%	50%
<b>When a Participating Provider is used:</b> <b>Maximum Amount - Each Benefit Period</b>	<del>\$1,500</del> 2,500	
<b>When a Non-Participating Provider is used:</b>		<b>\$1,000</b>

Maximum Amount - Each Benefit Period		
<b>ORTHODONTIC EXPENSE BENEFITS</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
Deductible Amount - Once per lifetime <del>(Available only to dependent children under age 19)</del>	\$0	\$0
Benefit Percentage	60%	50%
Maximum Benefit During Lifetime	<del>\$1,500</del> <u>2,500</u>	\$1,000

#### 4. Life Insurance:

	Coverage Amount
<b>Basic Life Insurance</b>	Employee Only: <del>1.5</del> <u>2.0</u> times Your annual Earnings, subject to a maximum of \$1,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000. (Retiree Life Insurance remains unchanged at 1.5 times Your annual Earnings, subject to a maximum of \$1,000,000)
<b>Dependent Life Insurance</b>	
Spouse	<del>\$10,000</del> <u>15,000</u>
Child	<del>\$10,000</del> <u>15,000</u>

#### Retirement Plan Reopener

The Company will facilitate a meeting between the International Brotherhood of Electrical Workers Local No. 1483 and the Omaha Public Power District's Executive Leadership Team for the purpose of discussing the long term funding of a Cost of Living Adjustment for members covered under the Traditional Formula of the Retirement Plan.

The parties agree to modify Article IX, Retirement Plan, as follows:

Notwithstanding the provisions of the Collective Bargaining Agreement ("CBA"), the parties may reopen the Agreement only for the purpose of negotiating Cost of Living Adjustment ("COLA") rates applicable to traditional pension benefits. This Agreement will be reopened for such purposes only if OPPD or the Union actually deliver to the other, not later than June 1, 2023, written notice of intent to reopen and written proposal of the COLA adjustments it desires to become effective. Failing receipt by OPPD or the Union, on the date specified, of such written notice to re-open and a written COLA proposal, this Agreement shall continue in full force and effect through May 31,

2025. In the event the Agreement is reopened in accordance with this provision, the Agreement shall, nevertheless, remain in full force and effect. The parties agree that if OPPD and the Union have not reached a written Agreement as to the COLA adjustments to become effective during the term of this Agreement, failure to do so shall not constitute an impasse under Neb. Rev. Stat. §48-818.

**Reimbursement for 2022 Union Negotiations Team**

The parties agree the Company shall waive reimbursement for the 2022 Union Negotiations team members only for the 2022 contract negotiations, up to a maximum of seventy-five percent (75%) of the total amount.

**Production & Grid Operations - System Operations Specialist**

The parties agree to meet and discuss the parameters around a potential pilot for the System Operations Specialist, including schedule modifications, through Labor Management Meetings.

**WAGE UPGRADES AND DIVISIONAL RULE CHANGES**

**Administrative Assistant Job Family (Collapse of Administrative Classifications)**

The parties agree to remove the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, in the applicable Sections, as follows:

<b>Oced</b>	<b>Classification</b>
<del>1005</del>	<del>Supply Chain Management Assistant</del>
<del>1010</del>	<del>Division Secretary</del>
<del>1020</del>	<del>Executive Clerk</del>
<del>1030</del>	<del>Department Secretary</del>
<del>1040</del>	<del>Stenographer</del>
<del>1050</del>	<del>Executive Administrative Assistant</del>
<del>1055</del>	<del>Junior Clerk</del>
<del>1881</del>	<del>Technical Clerk III</del>
<del>1882</del>	<del>Technical Clerk IV</del>
<del>1883</del>	<del>Technical Clerk V</del>
<del>1893</del>	<del>Technical Clerk I</del>
<del>1894</del>	<del>Technical Clerk II</del>
<del>2520</del>	<del>Administrative Clerk I</del>
<del>2530</del>	<del>Administrative Clerk II</del>
<del>2540</del>	<del>Administrative Clerk III</del>
<del>2550</del>	<del>Administrative Clerk IV</del>
<del>2560</del>	<del>Administrative Clerk V</del>
<del>2570</del>	<del>Administrative Clerk VI</del>



**Need Classification**

<b>3410</b>	<del>Senior Personnel Clerk</del>
<b>3420</b>	<del>Personnel Clerk I</del>
<b>3430</b>	<del>Personnel Clerk II</del>
<b>3440</b>	<del>Personnel Clerk III</del>
<b>3450</b>	<del>Personnel Clerk IV</del>
<b>3520</b>	<del>Clerk Specialist</del>
<b>3530</b>	<del>General Clerk I</del>
<b>3540</b>	<del>General Clerk II</del>
<b>3550</b>	<del>General Clerk III</del>
<b>3630</b>	<del>Safety Clerk</del>

The parties agree to add the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, in the applicable Sections, as of May 31, 2022, as follows:

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Executive Administrative Assistant</u>	<u>6</u>	<u>\$44.43</u>	<u>\$7,699.72</u>
	<u>5</u>	<u>\$42.78</u>	<u>\$7,413.08</u>
	<u>4</u>	<u>\$41.12</u>	<u>\$7,126.44</u>
	<u>3</u>	<u>\$39.47</u>	<u>\$6,839.80</u>
	<u>2</u>	<u>\$37.81</u>	<u>\$6,553.17</u>
	<u>1</u>	<u>\$36.16</u>	<u>\$6,266.53</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Administrative Assistant</u>	<u>5</u>	<u>\$34.67</u>	<u>\$6,008.31</u>
	<u>4</u>	<u>\$33.69</u>	<u>\$5,837.78</u>
	<u>3</u>	<u>\$32.70</u>	<u>\$5,667.26</u>
	<u>2</u>	<u>\$31.72</u>	<u>\$5,496.73</u>
	<u>1</u>	<u>\$30.73</u>	<u>\$5,326.20</u>

The parties agree to add the following in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 1., General Rules, as follows:

**D. Administrative Assistant Path.** The following classifications will be in the Administrative Assistant Path: Administrative Assistant and Executive Administrative Assistant. Employees will not automatically progress to Executive Administrative Assistant.

The classification(s) of Administrative Clerk I and Supply Chain Management Assistant will be maintained as long as Ms. Davis and Ms. McIntosh respectively, occupy the classification(s). Once the classification(s) are vacated, the classification(s) will be deleted in the Agreement.

The parties agree effective as of May 31, 2022, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

<b>Emp #</b>	<b>Name</b>	<b>Business Unit</b>	<b>Current Classification</b>	<b>Hourly Rate as of May 31, 2022</b>	<b>Rate Step as of May 31, 2022</b>	<b>Proposed Classification</b>	<b>Proposed Hourly Rate</b>	<b>Proposed Rate Step</b>
15384	Pettina Anderson	EDENG	Technical Clerk IV	\$24.84	5	Administrative Assistant	\$30.73	1
17738	Taylor Balfour	PROPS	Administrative Clerk IV	\$31.19	3	Administrative Assistant	\$32.70	3
10586	Dawn Bueno	FSBU	Division Secretary	\$34.36	5	Administrative Assistant	\$34.67	5
10335	Rosetta Butler	INFOT	Department Secretary	\$29.75	6	Administrative Assistant	\$30.73	1
11068	Ashley Campbell	CISVC	Administrative Clerk III	\$33.52	2	Administrative Assistant	\$33.69	4
14961	Jeannie Collins	INFOT	Division Secretary	\$34.36	5	Administrative Assistant	\$34.67	5
13656	Tammy Collinson	INFOT	Division Secretary	\$34.36	5	Administrative Assistant	\$34.67	5
09698	Mary Cooper	NUCVP	Administrative Clerk III	\$34.67	5	Administrative Assistant	\$34.67	5
07385	Traci Hug	PROPS	Administrative Clerk III	\$34.67	5	Administrative Assistant	\$34.67	5
17365	Linia King	HUMRE	Personnel Clerk III	\$34.67	5	Administrative Assistant	\$34.67	5
15449	Rosalind Kruse	EXECU	Executive Administrative Asst	\$44.43	30	Executive Administrative Assistant	\$44.43	6
10024	Natalie Leggett	PROPS	Administrative Clerk IV	\$31.98	5	Administrative Assistant	\$32.70	3
08105	Jennifer McCance	NUCVP	Technical Clerk I	\$34.67	5	Administrative Assistant	\$34.67	5
18255	Lacey McCoy	FSBU	Division Secretary	\$34.06	4	Administrative Assistant	\$34.67	5
15382	Gabriela McVay	HUMRE	Personnel Clerk III	\$33.52	2	Administrative Assistant	\$33.69	4
13774	Joni Mertz	EXECU	Executive Administrative Asst	\$44.43	30	Executive Administrative Assistant	\$44.43	6
16315	Kimberly Moore	SAFTY	Safety Clerk	\$33.87	3	Administrative Assistant	\$34.67	5
10548	Pamela Price	PROPS	Division Secretary	\$34.36	5	Administrative Assistant	\$34.67	5

Emp #	Name	Business Unit	Current Classification	Hourly Rate as of May 31, 2022	Rate Step as of May 31, 2022	Proposed Classification	Proposed Hourly Rate	Proposed Rate Step
08610	Terri Salado	PROPS	Department Secretary	\$29.75	6	Administrative Assistant	\$30.73	1
15350	Heather Sargent	ERAFF	Division Secretary	\$33.25	2	Administrative Assistant	\$33.69	4
15520	Julie Scott	EXECU	Executive Administrative Asst	\$44.43	30	Executive Administrative Assistant	\$44.43	6
08457	Julie Seseman	SAFTY	Safety Clerk	\$34.67	5	Administrative Assistant	\$34.67	5
09315	Melanie Youngblood	NUCVP	Department Secretary	\$29.75	6	Administrative Assistant	\$30.73	1

**Customer Operations – Customer Care Services and Customer Operations Department (Metering)**

The parties agree to modify Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 24., Customer Service Operations Division, (D.), Customer Care Services, and Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 13., Classifications and Basic Wages, as of May 31, 2022, as follows:

Occd	Classification Title	<u>New Classification Title</u>	Rate Step	Hourly Rate	<u>Hourly Rate - 5/31/2022</u>
1425	Lead Representative	<u>Customer Care Lead</u>	6	\$41.30	<u>\$43.25</u>
			5	\$40.83	<u>\$42.65</u>
			4	\$40.50	<u>\$42.04</u>
			3	\$40.06	<u>\$41.44</u>
			2	\$39.75	<u>\$40.83</u>
			1	\$39.30	<u>\$40.23</u>
1435	<del>Customer Care Representative II</del>	<u>Remove</u>	6	<del>\$37.58</del>	
			5	<del>\$37.23</del>	
			4	<del>\$36.86</del>	
			3	<del>\$36.54</del>	
			2	<del>\$36.13</del>	
			1	<del>\$35.75</del>	
1445	<del>Customer Care Representative III</del>	<u>Remove</u>	5	<del>\$33.79</del>	
			4	<del>\$33.52</del>	
			3	<del>\$33.16</del>	
			2	<del>\$32.69</del>	

Occd	Classification Title	<u>New Classification Title</u>	Rate Step	Hourly Rate	<u>Hourly Rate - 5/31/2022</u>
			4	<del>\$32.33</del>	
1455	Customer Service Representative	<u>Customer Service Representative</u>	5	\$31.19	<u>\$31.33</u>
			4	\$30.87	<u>\$31.01</u>
			3	\$30.52	<u>\$30.66</u>
			2	\$30.11	<u>\$30.25</u>
			1	\$29.74	<u>\$29.88</u>
1465	Business Solutions Representative	<u>Senior Customer Care Representative</u>	5	\$35.75	<u>\$35.89</u>
			4	\$34.95	<u>\$35.09</u>
			3	\$34.17	<u>\$34.31</u>
			2	\$33.39	<u>\$33.53</u>
			1	\$32.64	<u>\$32.78</u>
1478	Call Center Representative	<u>Customer Care Representative</u>	3	\$26.62	<u>\$26.76</u>
			2	\$25.12	<u>\$25.26</u>
			1	\$23.64	<u>\$23.78</u>
9917	Part Time Call Center Administrative	<u>Part Time Customer Care Assistant</u>	3	\$21.18	<u>\$21.32</u>
			2	\$19.86	<u>\$20.00</u>
			1	\$18.54	<u>\$18.68</u>
9916	Part Time Call Center Representative	<u>Part Time Customer Care Representative</u>	3	\$26.62	<u>\$26.76</u>
			2	\$25.12	<u>\$25.26</u>
			1	\$23.64	<u>\$23.78</u>
1060	Assistant	<u>Assistant</u>	3	\$21.18	<u>\$23.56</u>
			2	\$19.77	<u>\$23.04</u>
			1	\$18.54	<u>\$22.72</u>

The parties agree to modify Exhibit “B”, Divisional Rules, Section 9., Customer Service Operations Division Rules, as follows:

~~**A. Customer Care Services Department Stand-By.** When a employee of this section is required to stand by as a credit authorizer in the evening Monday Friday, between the hours of 5:00 p.m. — 10:00 p.m. or on Saturday between the hours of 8:00 a.m. — 12 noon, the employee~~

shall be compensated one and one-half (1-1/2) hours at the 150% overtime rate for each period on such status.

~~**B. Route Reporting.** Employees in the Meter Reading Department may be required to report directly to their assigned daily route at the start of their workday to begin reading meters. Following completion of the meter reading route, the employee will then be required to report back to his/her assigned headquarters to report work activity and for the next day's assignment. Employees on such direct route reporting assignments will be given such reporting notice at least one day before such assignment and route assignments will be within the metropolitan area. When employees are on a direct route reporting assignment, the provisions of this paragraph will take precedence over any other transportation and travel allowance provision in this Agreement. An employee on a direct route reporting assignment will receive seven dollars and fifty cents (\$7.50) for each day (includes travel to the site and to the assigned headquarters) or part of a day the employee reports directly to a route assignment under the provision of this paragraph.~~

~~**C.** At the beginning of a work day, the Company will not assign walking meter routes during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. An individual may waive the coverage under this clause and proceed with the regular assigned route based upon the individual's familiarity with the assignment and the anticipated amount of weather exposure. Inclement weather is defined herein as when the temperature is colder than 15 degrees below zero or the wind chill is colder than 45 degrees below zero. During such inclement time, those affected individuals can be assigned to any classification with Exhibit "A".~~

~~**D. Remote Call Out.** Employees under special circumstances shall be allowed access to the Company's computer system from their personal residence or other non-company location via the employee's own computing equipment or Company equipment with appropriate authorization. Any employee in the Customer Service Operations Division shall be eligible for additional compensation when he/she is called for overtime work and performs the authorized job task without physically reporting to the work location. A minimum one (1) hour call-out will be paid or the employee shall be paid the actual time worked, whichever is greater.~~

~~**E. Call Center and Branch Annual Knowledge Assessment.** The company shall require all Call Center and Branch employees within the Customer Care Services Department, who have been in the department for greater than 6 months, to take the Annual Knowledge Assessment (AKA). The AKA will assess the level of job knowledge and proficiency of each employee and the department to identify knowledge gaps to be addressed through training and/or coaching. The AKA will not be used to discipline or demote employees. There is not a required passing score.~~

~~The content of the AKA will be determined by management and can include an assessment of any system, transaction, process, policy, or skill that is part of the employee's job responsibilities. Different job classifications in CCS may be administered different AKAs.~~

~~The AKA will generally be administered in the 4th quarter of the year unless a business need requires it to be done earlier. Employees will be given at least 30 days' notice before the AKA is administered.~~

~~The Company shall pay an annual incentive of \$300 to all employees who are required to take the AKA, regardless of their score. In 2012, neither the previous certification test nor an AKA will be administered; however, each eligible employee will receive a \$200 incentive in the 4th quarter.~~

**A. Bilingual Premium.** In addition to the basic wage rate set forth in Exhibit “A”, a bilingual premium of one dollar and 50 cents (\$1.50) per hour will be paid for Customer Service classifications that require proficiency in a second language for all hours worked. Based on business needs, the Company will determine the number of qualified bilingual Customer Service employees. The premium will begin once the employee has completed the appropriate training program and deemed proficient in the second language.

The parties agree to remove Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 15., Call Center and Branch Annual Knowledge Assessment, as follows:

~~The Company will provide a stipend equivalent to the full time employees, as defined in Exhibit “B”, Section 9, E, to part time Customer Service Operations Division employees for completion of an “Annual Knowledge Assessment.”~~

The parties agree effective as of May 31, 2022, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

ID	Name	Current Classification	Current Hourly Rate as of May 31, 2022	Current Rate Step as of May 31, 2022	Proposed Classification	Proposed Hourly Rate	Proposed Rate Step
20148	Amber Adam	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
14047	Omar Alnazer	Lead Representative	\$41.30	6	Customer Care Lead	\$41.44	3
8680	Brian Anderson	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
21327	Karoline Andriik	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
15529	Mecia Augustine	Customer Service Representative	\$31.19	5	Customer Service Representative	\$31.33	5
18323	Jarrold Benson	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
20274	Maria Bishop	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
22326	Amanda Brothers	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
14565	Jayda Butkus	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
20275	Macy Clark	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3

<b>ID</b>	<b>Name</b>	<b>Current Classification</b>	<b>Current Hourly Rate as of May 31, 2022</b>	<b>Current Rate Step as of May 31, 2022</b>	<b>Proposed Classification</b>	<b>Proposed Hourly Rate</b>	<b>Proposed Rate Step</b>
5089	Kathy Coleman-Smith	Lead Representative	\$41.30	6	Customer Care Lead	\$41.44	3
22008	Lorinda Cooper	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
8788	Fonda Cross	Customer Service Representative	\$31.19	5	Customer Service Representative	\$31.33	5
19088	Christopher Crouch	Business Solution Representative	\$34.17	3	Senior Customer Care Representative	\$34.31	3
9702	Lois Demi	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
18333	Lisa Donham	Business Solution Representative	\$34.95	4	Senior Customer Care Representative	\$35.09	4
20073	Patrick Eddy	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
14926	Lena Foye	Customer Service Representative	\$31.19	5	Customer Service Representative	\$31.33	5
22305	Thomas Frith	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
10661	Lia Fuqua	Part Time Call Center Rep	\$26.62	3	Part Time Customer Care Representative	\$26.76	3
13891	Carla Gochanour	Customer Service Representative	\$30.87	4	Customer Service Representative	\$31.01	4
21772	Colby Goodwin	PT Call Center Clerical	\$18.54	1	Part Time Customer Care Assistant	\$18.68	1
10258	Tammy Grant	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
16843	Lindsay Grashorn	Business Solution Representative	\$35.75	5	Senior Customer Care Representative	\$35.89	5
7112	Kristy Grzywa	Lead Representative	\$41.30	6	Customer Care Lead	\$41.44	3
10009	Deanna Huff	Lead Representative	\$41.30	6	Customer Care Lead	\$41.44	3
22436	Jalyn Ignowski	PT Call Center Clerical	\$18.54	1	Part Time Customer Care Assistant	\$18.68	1
20154	Deborah Johnson	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
9372	Michael Johnson	Lead Representative	\$41.30	6	Customer Care Lead	\$41.44	3
22336	Madison Jones	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
16468	Karla Karr	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
13838	Kevin Kerwin	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
16892	Stephanie Kinman	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3

<b>ID</b>	<b>Name</b>	<b>Current Classification</b>	<b>Current Hourly Rate as of May 31, 2022</b>	<b>Current Rate Step as of May 31, 2022</b>	<b>Proposed Classification</b>	<b>Proposed Hourly Rate</b>	<b>Proposed Rate Step</b>
20149	Jennifer Lippold	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
17623	Elizabeth Lopez-Gallardo	PT Call Center Clerical	\$21.18	3	Part Time Customer Care Assistant	\$21.32	3
14762	Raymond Mack	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
9046	Kim Melton	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
22303	Edward Mendoza	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
17005	Tracy Miller	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
20276	Victoria Nicholson	Business Solution Representative	\$32.64	1	Senior Customer Care Representative	\$32.78	1
13922	Riki Nugent	PT Call Center Clerical	\$21.18	3	Part Time Customer Care Assistant	\$21.32	3
18395	Darik Opperman	Lead Representative	\$39.75	2	Customer Care Lead	\$40.83	2
11186	Tammy Reddick	Part Time Call Center Rep	\$26.62	3	Part Time Customer Care Representative	\$26.76	3
10842	Pamela Reese	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
9704	Peter Schiltz	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
13923	Robyn Schmitz	Assistant	\$21.18	3	Assistant	\$22.72	1
13594	Cassandra Schofield	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
14532	Samantha Siracusano	Business Solution Representative	\$35.75	5	Senior Customer Care Representative	\$35.89	5
18320	Rebeca Sledge	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
21986	Faith Sperry	PT Call Center Clerical	\$18.54	1	Part Time Customer Care Assistant	\$18.68	1
22306	Rhea Steffen	Call Center Representative	\$23.64	1	Customer Care Representative	\$23.78	1
20273	Brittany Stock	Call Center Representative	\$25.89	4	Customer Care Representative	\$26.76	3
16607	Erica Taylor	Assistant	\$18.54	1	Assistant	\$22.72	1
21987	Matthew Woodard	PT Call Center Clerical	\$18.54	1	Part Time Customer Care Assistant	\$18.68	1
14530	Jay Young	Call Center Representative	\$26.62	5	Customer Care Representative	\$26.76	3
17627	Neyda Zavala	Assistant	\$21.18	3	Assistant	\$22.72	1



**Operations Support Clerk Job Family – (Collapse Operations/Transportation Clerk Classifications)**

The parties agree to remove the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 10, Transmission & Distribution Engineering & Substation Division, Section 16., Transmission & Distribution Construction Division, Section 17., Project and Work Management Division, Section 18., Operations Division, Section 23., Supply Chain Management Division, and Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 13, Classifications and Basic Wages, as follows:

<b><u>Job Code</u></b>	<b><u>Classification</u></b>
<del>1118</del>	<del>Senior Clerk</del>
<del>3110</del>	<del>Operations Clerk I</del>
<del>3120</del>	<del>Operations Clerk II</del>
<del>3130</del>	<del>Operations Clerk III</del>
<del>3140</del>	<del>Operations Clerk IV</del>
<del>3200</del>	<del>Operations Clerk V</del>
<del>3210</del>	<del>Operations Clerk VI</del>
<del>3325</del>	<del>Transportation Clerk I</del>
<del>3320</del>	<del>Transportation Clerk II</del>
<del>9909</del>	<del>Part Time Operations Clerk VI</del>

The parties agree to add the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 10, Transmission & Distribution Engineering & Substation Division, Section 16., Transmission & Distribution Construction Division, Section 17., Project and Work Management Division, Section 18., Operations Division, Section 23., Supply Chain Management Division, and Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 13, Classifications and Basic Wages, as of May 31, 2022, as follows:

<b><u>Classification Title</u></b>	<b><u>Step</u></b>	<b><u>Hourly Wage Rate</u></b>	<b><u>Monthly Salary</u></b>
<b><u>Operation Support Clerk</u></b>	<u>8</u>	<u>\$42.25</u>	<u>\$7,321.93</u>
	<u>7</u>	<u>\$40.78</u>	<u>\$7,067.67</u>
	<u>6</u>	<u>\$39.32</u>	<u>\$6,813.41</u>
	<u>5</u>	<u>\$37.85</u>	<u>\$6,559.16</u>
	<u>4</u>	<u>\$36.38</u>	<u>\$6,304.90</u>
	<u>3</u>	<u>\$34.91</u>	<u>\$6,050.65</u>
	<u>2</u>	<u>\$33.45</u>	<u>\$5,796.39</u>
	<u>1</u>	<u>\$31.98</u>	<u>\$5,542.13</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Part Time Operations Support Clerk</u>	<u>4</u>	<u>\$30.73</u>	<u>\$3,328.06</u>
	<u>3</u>	<u>\$29.77</u>	<u>\$3,224.09</u>
	<u>2</u>	<u>\$28.81</u>	<u>\$3,120.12</u>
	<u>1</u>	<u>\$27.85</u>	<u>\$3,016.16</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Senior Operations Support Clerk</u>	<u>3</u>	<u>\$44.26</u>	<u>\$7,670.26</u>
	<u>2</u>	<u>\$43.82</u>	<u>\$7,594.01</u>
	<u>1</u>	<u>\$43.49</u>	<u>\$7,536.82</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Grid Operations Support Clerk</u>	<u>5</u>	<u>\$42.25</u>	<u>\$7,321.93</u>
	<u>4</u>	<u>\$41.82</u>	<u>\$7,247.41</u>
	<u>3</u>	<u>\$41.41</u>	<u>\$7,176.35</u>
	<u>2</u>	<u>\$40.98</u>	<u>\$7,101.83</u>
	<u>1</u>	<u>\$40.73</u>	<u>\$7,058.51</u>

The parties agree to add the following in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 1, General Rules, as follows:

**E. Operations Support Clerk Path.** The following classifications will be in the Operations Support Clerk Path: Operations Support Clerk and Senior Operations Support Clerk. Employees will not automatically progress to Senior Operations Support Clerk. The Company will post for a Senior Operations Support Clerk based on business needs or when there are more than three (3) employees within the Operations Support Clerk classification reporting to the same location. The rural locations of Ashland, Humboldt, Louisville, Syracuse, and Tecumseh will be deemed as the same location for purposing of posting for a Senior Operations Clerk.

The parties agree effective as of May 31, 2022, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

<b>Classification Title</b>	<b>Proposed Wage Rate</b>
<b>Senior Clerk</b>	Same or next highest rate step
<b>Transportation Clerks I</b>	Same or next highest rate step
<b>Transportation Clerks II</b>	Same or next highest rate step
<b>Operations Clerk I</b>	Same or next highest rate step
<b>Operations Clerk II</b>	Same or next highest rate step
<b>Operations Clerk III</b>	Same or next highest rate step
<b>Operations Clerk IV</b>	Rate Step 4
<b>Operations Clerk V</b>	Rate Step 3
<b>Operations Clerk VI</b>	Rate Step 2
<b>Part Time Operations Clerk</b>	Same or next highest rate step

<b>Emp #</b>	<b>Name</b>	<b>Business Unit</b>	<b>Current Classification</b>	<b>Hourly Rate as of May 31, 2022</b>	<b>Rate Step as of May 31, 2022</b>	<b>Proposed Classification</b>	<b>Proposed Hourly Rate</b>	<b>Proposed Rate Step</b>
22270	Maegan Balfour	TDCON	PT Operations Clerk VI	\$23.23	1	Part Time Operations Support Clerk	\$27.85	1
18245	Karen Bates	PRJWM	PT Operations Clerk VI	\$25.18	4	Part Time Operations Support Clerk	\$27.85	1
7925	Paula Beebe	SUBOP	Operations Clerk II	\$38.17	5	Operations Support Clerk	\$39.32	6
11110	Debra Brungardt	PRJWM	Operations Clerk V	\$27.85	1	Operations Support Clerk	\$34.91	3
12357	Kevin Cappen	FSBU	Transportation Clerk II	\$24.75	2	Operations Support Clerk	\$31.98	1
8968	Michelle Chrastil	TDCON	Operations Clerk I	\$42.25	5	Operations Support Clerk	\$42.25	8
10554	Maureen Deitering	PRJWM	Operations Clerk VI	\$24.84	5	Operations Support Clerk	\$33.45	2
18159	Peggy Dorau	PRJWM	Operations Clerk V	\$27.85	1	Operations Support Clerk	\$34.91	3
9377	Tracy Haessler	PRJWM	Operations Clerk II	\$36.93	2	Operations Support Clerk	\$37.85	5
18537	Lesly Herrera *	INFOT	Operations Clerk VI	\$23.63	2	Operations Support Clerk	\$33.45	2
21767	Riley Kavulak	TDCON	Operations Clerk VI	\$23.63	2	Operations Support Clerk	\$33.45	2
21730	Megan Krabbenhoff	PRJWM	Operations Clerk VI	\$23.63	2	Operations Support Clerk	\$33.45	2
9351	Amy Lawler	PRJWM	Senior Clerk (EO,PO,NP)	\$44.26	3	Senior Operations Support Clerk	\$44.26	3
9785	April McClemons	FSBU	Transportation Clerk I	\$40.98	6	Operations Support Clerk	\$42.25	8
10525	Shayla McDonnell	OPERT	Operations Clerk I	\$42.25	5	Grid Operations Support Clerk	\$42.25	8
10337	Nicole McWilliams	TDCON	Operations Clerk II	\$36.93	2	Operations Support Clerk	\$37.85	5
10072	Carmen Mendenhall	TDCON	Operations Clerk I	\$42.25	5	Operations Support Clerk	\$42.25	8
16995	Maci Niedermeyer	TDCON	Operations Clerk V	\$29.38	5	Operations Support Clerk	\$34.91	3
11165	Brandy Pattman	PRJWM	Operations Clerk V	\$29.00	4	Operations Support Clerk	\$34.91	3
9623	Jamie Pettit	SUBOP	Operations Clerk II	\$36.93	2	Operations Support Clerk	\$37.85	5

Emp #	Name	Business Unit	Current Classification	Hourly Rate as of May 31, 2022	Rate Step as of May 31, 2022	Proposed Classification	Proposed Hourly Rate	Proposed Rate Step
11161	Debra Rowe	FSBU	Transportation Clerk II	\$34.67	6	Operations Support Clerk	\$34.91	3
7994	Donetta Shoals	PRJWM	Operations Clerk I	\$42.25	5	Operations Support Clerk	\$42.25	8
21552	Ryan Taylor	PRJWM	Operations Clerk VI	\$23.63	2	Operations Support Clerk	\$33.45	2
15531	Elizabeth Walde	PRJWM	Operations Clerk IV	\$30.52	1	Operations Support Clerk	\$36.38	4
21768	Shelby Wallen	TDCON	Operations Clerk VI	\$23.63	2	Operations Support Clerk	\$33.45	2
15416	Jean White	PRJWM	PT Operations Clerk VI	\$25.18	4	Part Time Operations Support Clerk	\$27.85	1

\* Ms. Herrera will be transfer into the new classification of Operations Support Clerk. Once Ms. Herrera vacates the position of Operations Support Clerk, the position will not be backfilled as an Operation Support Clerk.

**Right-of-Way Path: Right-of Way Coordinator and Real Property Coordinator**

The parties agree to remove the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 20., Business Technology & Building Services Division, (C.), Building Services, and Exhibit “B”, Divisional Rules, No Rate Classifications, as follows:

~~Right of Way Coordinator – No Rate Classification Range Steps 11 – 39 (\$32.26 – \$50.25)~~

The parties agree to add the following classifications in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 20., Business Technology & Building Services Division, (C.), Building Services, as of May 31, 2022, as follows:

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Right of Way Coordinator</u>	<u>7</u>	<u>\$51.65</u>	<u>\$8,950.95</u>
	<u>6</u>	<u>\$50.13</u>	<u>\$8,686.66</u>
	<u>5</u>	<u>\$48.60</u>	<u>\$8,422.38</u>
	<u>4</u>	<u>\$47.08</u>	<u>\$8,158.10</u>
	<u>3</u>	<u>\$45.55</u>	<u>\$7,893.82</u>
	<u>2</u>	<u>\$44.03</u>	<u>\$7,629.53</u>
	<u>1</u>	<u>\$42.50</u>	<u>\$7,365.25</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
<u>Real Property Coordinator**</u>	<u>5</u>	<u>\$54.90</u>	<u>\$9,514.17</u>
	<u>4</u>	<u>\$54.28</u>	<u>\$9,406.29</u>

<u>Classification Title</u>	<u>Step</u>	<u>Hourly Wage Rate</u>	<u>Monthly Salary</u>
	<u>3</u>	<u>\$53.66</u>	<u>\$9,298.41</u>
	<u>2</u>	<u>\$53.03</u>	<u>\$9,190.53</u>
	<u>1</u>	<u>\$52.41</u>	<u>\$9,082.65</u>

\*\*Note: Prior experience in the position of Right of Way Coordinator at OPPD is not a prerequisite to becoming a Real Property Coordinator.

The parties agree to add the following in Exhibit “A”, Employee Classifications, Wage Rates and Rules, Section 1, General Rules, as follows:

**F. Right of Way Path.** The following classifications will be in the Right of Way Path: Right of Way Coordinator and Real Property Coordinator. Employees will not automatically progress to Real Property Coordinator; progression to the Real Property Coordinator requires an employee to meet the minimum qualification of the classification, including but not limited to a.) obtaining a Real Estate Salesperson or Broker’s License in the State Nebraska, and b.) earning a Senior Right of Way designation within the International Right of Way Association IRWA or similar. Upon meeting the qualifications of the Real Property Coordinator, an employee will be promoted.

The parties agree effective as of May 31, 2022, the affected employees will transfer into the new classification and/or basic wage scales as outlined below:

<b>Emp #</b>	<b>Name</b>	<b>Hourly Rate as of 5/31/2022</b>	<b>Step as of 5/31/2022</b>	<b>Proposed Classification</b>	<b>Proposed Hourly Rate</b>	<b>Proposed Step</b>
11151	Jenny Lee	\$46.27	33	Right of Way Coordinator	\$47.08	4
13941	Brent Lundgren	\$48.84	37	Real Property Coordinator	\$52.41	1
14101	Adam Ecklund	\$48.19	36	Right of Way Coordinator	\$48.60	5

## **DISCIPLINES**

The parties agree to the following:

Creation of Article XI. Disciplinary Action

Modify Article I. Term of Agreement, Amendments, and Definition, Section 3., Definitions (A.) Probationary Employee, and (H.) Disciplinary Actions, and move the deleted portions under Article XI Disciplinary Action, as follows:

A. Probationary Employee shall mean any employee who has been employed by the Company in any classification set forth in Exhibit “A” for six (6) months or less. ~~Probationary employees may be subject to discharge for any reason. The discharge of a probationary employee~~

~~will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee's probationary period may be extended up to an additional six (6) months upon the employee's approval. Any extension of the employee's probation period must be the result of previously identified performance issues that have been communicated to the employee or due to an employee's extended absence during the initial six (6) month probation period.~~

~~H. Disciplinary Actions other than those designated as permanent, will be purged from the active employee's corporate personnel file as follows:~~

~~1. Disciplinary actions involving a written warning will be purged after a period of three (3) years from the date the disciplinary action was issued to the employee, provided no other disciplinary actions have been issued to the employee in the intervening time. If subsequent actions are administered, the disciplinary action will be purged after a period of three (3) years from the date of the issuance of the latest disciplinary action.~~

~~2. Disciplinary suspension records will be purged after a period of five (5) years from the date the disciplinary suspension was issued to the employee, provided that no other disciplinary actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the disciplinary suspension record will be purged after a period of five (5) years from the date of the issuance of the latest disciplinary action.~~

~~3. Last Chance Agreements are a permanent part of the employee's Corporate Personnel File.~~

Delete Article VI, Leave of Absence, Section 12., Job Abandonment, and move under Article XI Disciplinary Action.

#### **ARTICLE VI SECTION 12. JOB ABANDONMENT.**

~~Any employee who absents themselves for three (3) consecutive days or more without authorized leave from their supervisor shall be deemed to have abandoned their job and resigned their employment. Such absences may be covered, however, by a subsequent grant of leave with or without pay where extenuating circumstances exist. Any misunderstanding or misinterpretation of scheduling shall be included in the definition of extenuating circumstances.~~

The parties agree to add Article XI. Disciplinary Action, as follows:

Article XI - Discipline Action. The Company reserves the right to administer appropriate Disciplinary Action, in its sole discretion, for unacceptable performance, conduct or issues of concern and, in its sole discretion, to decide whether and what Disciplinary Action will be taken in a given situation. The action shall depend upon the nature and severity of the performance, conduct or issue of concern.

Probationary employees may be subject to discharge for any reason. The discharge of a probationary employee will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee's probationary period may be extended up to an additional six (6) months upon the employee's approval. Any extension of the employee's probation period must be the result of previously identified performance issues that have been communicated to the employee or due to an employee's extended absence during the initial six (6) month probation period.

Disciplinary Action(s) may include, but not limited to, verbal warning, written warning, performance improvement plan, disciplinary suspension with or without pay, involuntary termination, demotion, transfer, and/or pay reduction etc.

For verbal warnings, the department manager/supervisor will place a written form in the manager's/supervisor's working file. The employee will receive written documentation of the verbal warning. This written record will be used in the event additional Disciplinary Action is required. No verbal warning documentation shall be placed in the employee's corporate personnel file. Notes regarding verbal warnings are to be purged from the Department Manager/Supervisor's working file after two (2) years, provided the employee has no other Disciplinary Actions.

All other Disciplinary Actions, other than verbal warnings, will be placed in the employee's corporate personnel file administered by the Human Capital Business Unit.

Written Warnings and Performance Improvement Plans are to be retained for ~~three (3)~~ **two (2)** years from the date the Disciplinary Action was issued to the employee, then purged, provided no other Disciplinary Actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the Disciplinary Action will be purged after a period of ~~three (3)~~ **two (2)** years from the date of the issuance of the latest Disciplinary Action.

Disciplinary Suspensions are to be retained for a period of ~~five (5)~~ **four (4)** years from the date the Disciplinary Suspension was issued to the employee, and then purged, provided no other Disciplinary Actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the Disciplinary Suspension record will be purged after a period of ~~five (5)~~ **four (4)** years from the date of the issuance of the latest Disciplinary Action.

Last Chance Agreements are a permanent part of the employee's corporate personnel file.

Job Abandonment. Any employee who absents themselves for three (3) consecutive days or more without authorized leave from their supervisor shall be deemed to have abandoned their job and resigned their employment. Such absences may be covered, however, by a subsequent grant of leave with or without pay where extenuating circumstances exist. Any misunderstanding or misinterpretation of scheduling shall be included in the definition of extenuating circumstances.

Disciplinary Actions other than those designated as "permanent" will be purged from the active employee's corporate personnel file as described above.

The parties agree to modify Exhibit "D", Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 2., Definitions, and Section 3., Articles II, III, and XI, as follows:

## SECTION 2. DEFINITIONS

- A. Part time employee: Part time employees are employees who work thirty (30) hours or less per week as averaged over a rolling twelve (12) month period.
- a. Probationary part time employee — Any part time employee who has been employed by the Company in any classification set forth in this Exhibit for six (6) months or less. Probationary employees may be subject to discharge for any reason. The discharge of a probationary employee will not be subject to Article III of the Collective Bargaining Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for part time probationary employees.
  - b. Regular part time employee — Any part time employee who has been employed for more than six (6) months in any classification set forth in this Exhibit.
- B. Continuous ~~s~~Service—Article I, Section 3. F. is incorporated into this Exhibit.
- C. Disciplinary ~~a~~Action—Article ~~XI, Section 3.~~ H. is incorporated into this Exhibit.

## SECTION 3. ARTICLES II, ~~AND~~ III AND XI

Articles II, ~~and~~ III, and XI are incorporated into this Exhibit and will be applied to represented part time employees. No other Articles of the Collective Bargaining Agreement between OPPD and IBEW Local No. 1483 shall apply to represented part time employees.

## EMERGENCY DEFINITION AND STAFFING AND WORK LOCATIONS DURING AN EMERGENCY

The parties agree to add Article I, Term of Agreement, Amendments, Definitions, Section 3., Definition, (H.) as follows:

H. Emergencies shall be defined as any situation wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to property of the public or of the Company, or interruptions of service to the public. Emergency may include one (1) or more of the following:

- Emergency as declared by the Federal, State or Local Government
- Pandemic as declared by the Federal, State or Local Government
- Civil emergency event including but not limited to rioting, curfews, etc.



- Technological emergency including but not limited to internet outage at an OPPD facility, cyber-attack, ransomware, etc.
- Natural or manmade disaster that has caused or potential to cause damage of such severity affecting lives, OPPD property, public health and safety, or to lessen or avert the threat of such disaster

A declaration of a Level 1 or Level 2 Event as defined by the Storm Emergency Response Plan is excluded from this definition.

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph (L.) Operation During a Declared Pandemic as follows:

*Delete:*

~~Exhibit “B”; Section 1. General Rules; Paragraph L. Pandemic Plan—Operations During A Declared Pandemic.~~

*Add:*

Exhibit “B”; Section 1. GENERAL RULES; Paragraph L. Staffing and Work Locations During an Emergency.

**L. Staffing and Work Locations During an Emergency.** In case of emergency as defined in Article I, Section 3. Paragraph (H), which affects daily operations, OPPD may begin operating under the following guidelines in terms of its employees:

1. Locations – Employees may be assigned to work at an alternate location with minimal notice. The location may be either an OPPD facility or non-OPPD facility to include the individual’s home residence. The alternate location may be other than an identified headquarters. Travel allowance will continue according to Exhibit B, Paragraph (H), if reporting to an OPPD facility or at the IRS reimbursement rate if reporting to a non-OPPD facility, unless the employee is assigned a new headquarter due to the declared emergency. If assigned a new headquarter, travel allowances will be paid for the first ten (10) calendar days following the establishment of such and any subsequent headquarters change unless the new headquarters is the employee’s home residence.

While during the emergency, if an employee’s new location is their residence, mileage or travel pay will not be paid if the employee is required to report to their primary headquarters at any time during the declared emergency.

2. Schedules – The Company will determine the coverage that is required based on business needs and particulars of the emergency. Employees shall be given five (5) days’ notice if a schedule change is deemed necessary. Any portion of the day shall be considered one (1)

calendar day when establishing a five (5) day notification period. If an employee is given less than five (5) days' notice, they will be considered on their new base hours after five (5) days. Prior to meeting the minimum five (5) days' notice all hours outside of normal base hours will be paid at the applicable overtime rate.

The Company will follow established departmental rules when asking for volunteers for schedule modifications. If there are no volunteers for the identified schedules, employees will be forced by low seniority with appropriate qualifications.

a. Non-shift workers may be scheduled for a total of forty (40) hours a week for any eight (8) or ten (10) hour period commencing within the twenty-four (24) hour day, Monday through Friday. The established schedule shall be consistent through the workweek.

b. Shift Workers – The Company will make every effort to maintain current shift schedules. In the event the Company deems such schedules need to be modified due to coverage or emergency needs, the schedules will be adjusted in a manner to provide as little disruption as practical to the employee.

### 3. Pay Practices

a. Overtime will be paid per Article IV, Section 5. Overtime. All hours outside of the employee's new base hours will be compensated at the applicable overtime rate.

b. Meal will be paid in accordance with Exhibit "B", Section 1. Paragraph B. Meals during Overtime Work, and Paragraph C. Scheduled Overtime.

c. Shift Premiums will be paid in accordance with Exhibit "A", Section 2. Premium Pay for Shift-Workers and Workers with Irregular Working Periods as applicable.

d. If a Level 1 or Level 2 Event is declared per the Storm Emergency Response Plan concurrent with the emergency as defined in Article I, Section 3. Paragraph (H), an employee, who is supporting the Level 1 or Level 2 Event, will be paid in accordance with Exhibit "B", Section 10. Paragraph A. Storm Restoration and Paragraph B. Storm Restoration Clarification.

4. Sheltering in Place – Employees may be required to "shelter in place." The Company will determine which departments, locations, and personnel will be required to "shelter in place" based on business needs and particulars of the declared emergency. The Company will ask for volunteers to Shelter in Place. If more employees volunteer than are needed, position will be filled according to seniority and qualifications. Employees will be considered qualified within their classification with the exception where specific qualifications have been previously utilized

in non-emergency conditions. For example, planners utilizing specific skills to plan according to a specific discipline. If an insufficient number of employees volunteer, the Company will designate individuals to fill the vacant positions by low seniority with appropriate qualifications

Employees will be assigned to work one (1) of two (2) 12-hour shifts per day. Employees will not shelter in place longer than ten (10) continuous days. If an employee is required to “shelter in place” they will be compensated at two hundred percent (200%) for all hours worked (12-hour work shift) and one hundred and fifty percent (150%) for all non-worked hours (12-hour break).

5. Reverting to Normal Operations – Employees will revert to their regular schedule and work locations with a minimum of ten (10) hours off work. In the event that the employee does not receive a ten (10) hour break, all hours worked during the ten (10) hour rotation back to their regular shift will be considered hours worked outside the employee’s base hours and paid at double time (200%).

During a declared emergency, the Company and the Union agree to meet on a frequent basis but not less than once a week, unless the parties mutually agree to forego such meeting.

The parties agree to modify Exhibit “B”, Divisional Rules, Section 5., Energy Marketing and Trading Division, Production Engineering & Fuels Division, and Production Operations Division Rules Customer Service Operations Division Rules, Section 6., Nuclear Rules, and Section 8., Supply Chain Management (Excluding Transportation & Construction Equipment Department) Division Rules, as follows:

#### SECTION 5. ENERGY MARKETING AND TRADING DIVISION, PRODUCTION ENGINEERING & FUELS DIVISION, AND PRODUCTION OPERATIONS DIVISION RULES.

**B. Headquarters.** Each employee will be assigned to a Regular headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Temporary headquarters or Job headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article I, Section 3. Paragraph (H), the notice period shall not apply.

#### SECTION 6. NUCLEAR RULES.

**C. Headquarters.** Each employee in Nuclear will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Temporary Headquarters or Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article I, Section 3. Paragraph (H), the notice period shall not apply.

## SECTION 8. SUPPLY CHAIN MANAGEMENT (EXCLUDING TRANSPORTATION & CONSTRUCTION EQUIPMENT DEPARTMENT) DIVISION RULES.

**A. Headquarters.** Each employee in this section will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee, may upon reasonable notice, be required to report for work at an alternate location on Temporary Headquarters or Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article I, Section 3. Paragraph (H), the notice period shall not apply.

### **WORK FROM HOME/REMOTE WORK**

The parties agree to add Exhibit “B”, Divisional Rules, Section 1., General Rules, (M.), Remote Workers, as follows:

An employee may be assigned to work as a remote worker. A remote worker is defined as an employee who works from home on a full or part time basis that is linked electronically (via computer, internet, VPN, etc.) to the Company. Remote workers will be assigned a headquarters for reimbursement calculations, mail and work deliveries, etc. Remote workers should not use their home address for business correspondence.

A remote worker will work from home or based on business needs, may be required to report in-person to their headquarters or at a remote location outside of their headquarters. Remote workers must be able to report to their headquarters, on short notice (generally within 60 minutes) in a fit for duty work condition.

Home is defined as the employee’s primary legal residence provided the employee is able to report in-person to their headquarters as required. Due to tax and compliance implications, the ability to remote work does not allow an employee to work from any location, meaning that "working on the road", "working on vacation", or "working from another person's house."

**A. Work Schedule.** Remote workers will follow working hours identified in Article IV, Section 1., Section 2. or Exhibit “B”, Divisional Rules.

**B. Service Interruptions.** If an employee experiences a power, internet, or equipment outage that is required to perform work that extends beyond sixty (60) minutes, the employee is expected to report to an OPPD facility, take paid leave, or make-up their hours, with manager approval.

**C. Remote Worker Call-Out.** When a remote worker responds to an after-hours response, the employee will receive overtime payment, at the appropriate overtime rate, for the call-out in the following manner:

1. Call-Out performed remotely:

a) Responses to calls in duration of five (5) minutes or less will be considered de minimis, and no overtime callout shall be paid.

b) For responses to calls in duration of more than five (5) minutes and up to one and one-half (1 ½) hours, a minimum one and one-half (1 ½) hours callout will be paid to the employee at the appropriate overtime rate.

c) For responses to calls in duration of more than one and one-half (1 ½) hours, a minimum three (3) hour callout will be paid at the appropriate overtime rate in accordance with Article IV, SECTION 5. OVERTIME, or the employee shall be paid the actual time worked, whichever is greater.

2. Call-out which requires the employee to go out and perform work at an OPPD facility or in the field, a minimum three (3) hour callout will be paid at the appropriate overtime rate in accordance with Article IV, SECTION 5. OVERTIME, or the employee shall be paid the actual time worked, whichever is greater.

D. Remote Worker Travel Allowance. Remote Workers will be paid travel allowance as follows:

1. Remote workers will not be paid mileage for reporting to their headquarters when directed to report to work. If an employee is required to report to their headquarters more than once during base hours, the employee will be would paid at the existing IRS reimbursement rate for all roundtrips miles for each subsequent trip. For example, an employee reports at 10:00 AM, returns home at 12:00 PM, then is required to report at 2:00 PM; the employee would be paid roundtrip mileage for reporting a second time at 2:00 PM.

2. If a remote worker is required to report to an OPPD facility that is not their headquarters, the employee will be paid in accordance with the Table of Travel based on the employee's headquarters. For example, an employee whose headquarters is Fort Calhoun, travels to Cass County, the employee would receive Travel Time at 2.8 hours regardless if the employee traveled from their primary residence or Fort Calhoun.

3. If a remote worker is required to report to a remote location other than their headquarters, the employee will be paid at the existing IRS reimbursement rate for all roundtrips miles. For example, a remote worker reports to the OPPD Huddle Space for a meeting, the employee would receive mileage at the IRS rate from their headquarters to the OPPD Collaboration Facility.

E. Equipment. Remote workers will be supplied OPPD equipment based on business

need. For example, an employee will be provided a laptop, keyboard, mouse, power cord, docking station, wired headset, camera, up to two (2) monitors, and ergonomic equipment, as determined by the disability and accommodations process pursuant to the Americans with Disabilities Act. Any additional OPPD owned equipment requested to be used requires approval from the requesting employee's director.

Equipment supplied by the District will be maintained by the District. Equipment supplied by the District will be limited to authorized persons and is to be used for business purposes only.

In the event of equipment failure, the employee shall promptly notify their supervisor of the failed equipment.

Upon termination of employment, all District property will be returned, unless other arrangements have been made.

**F. Technology Requirements.** Access to OPPD's network will be provided by OPPD, currently, via a Virtual Private Network (“VPN”). OPPD will not provide/reimburse for costs for internet access for the employee to access OPPD's network. Internet service will allow for reliable connection to the OPPD VPN, including video conferencing.

**G. Alternate Work Location/Base (“Home Office”).** The remote worker will establish a suitable workspace within their home for work purposes. The District will not be responsible for costs associated with the initial setup of the employee’s home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Accommodations pursuant to the Americans with Disabilities Act will be reviewed on a case-by-case basis.

Regardless of work location, employees are to expect to maintain, including but not limited to: a.) privacy, confidentiality, and professionalism when conducting telephone or video conferences with customers or co-workers or other business-related contacts; b.) appropriate noise control to ensure clear telephone and video conference calls; c.) displaying a level of professionalism commensurate with an office environment, including during virtual meetings.

**H. Income Tax.** It will be the remote workers’ responsibility to determine any income tax implications of maintaining a home office area. The District will not provide tax guidance nor will the company assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**I. Safety.** The remote worker shall maintain their workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The Company reserves the right to visit the employee’s home work site for cause, with notification, to inspect for possible work hazards and recommend modifications. Repeat inspections may occur for cause on an as-needed basis. Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties may be covered by the company’s workers’ compensation policy.

The Company assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours. Remote workers are responsible for notifying the employer of such injuries in accordance with company workers' compensation procedures.

J. **Security.** All employees are responsible for adequately protecting the District's physical and electronic assets and complying with the District's Information Protection Policies, Standards and Procedures.

Consistent with OPPD's expectations of information asset security for employees working at the office, employees working remotely will be expected to ensure the protection of proprietary company and customer information accessible from their remote location.

K. **Supplies.** Miscellaneous consumable items or supplies such as paper, pens, etc., that are normally stocked through OPPD will be provided in reasonable quantities and with supervisor approval. Purchases of additional non-stocked supplies will be made with supervisor approval. Supplies are to be used for OPPD work purposes only. The Company reserves the right to make a determination as to what items will be reimbursed.

L. **Adult/Dependent Care.** To maintain an environment of productivity commensurate with being in the office, arrangements for adult and/or dependent care are required to be maintained unless this is impossible due to external circumstances.

The parties agree to remove the following from Exhibit "B", Divisional Rules:

~~SECTION 2. DIVISIONAL RULES COMMON TO TRANSMISSION & DISTRIBUTION ENGINEERING & SUBSTATION DIVISION, TRANSMISSION & DISTRIBUTION CONSTRUCTION DIVISION, PROJECT & WORK MANAGEMENT DIVISION, AND SUPPLY CHAIN (TRANSPORTATION & CONSTRUCTION EQUIPMENT DEPARTMENT ONLY) DIVISION, Paragraph B.~~

~~SECTION 5. ENERGY MARKETING AND TRADING DIVISION, PRODUCTION ENGINEERING & FUELS DIVISION, AND PRODUCTION OPERATIONS DIVISION RULES. Paragraph D.~~

~~SECTION 6. NUCLEAR RULES Paragraph G.~~

~~SECTION 7. BUSINESS TECHNOLOGY AND BUILDING SERVICES DIVISION RULES, Paragraph B.~~

~~SECTION 9. CUSTOMER SERVICE OPERATIONS, Paragraph D.~~

# ARTICLE I TERMS OF AGREEMENT, AMENDMENTS, AND DEFINITIONS

## **Headquarter Definition**

The parties agree to add Article I, Term of Agreement, Amendments, Definitions, Section 3., Definition, (I.) as follows:

I. Headquarter shall mean the Company facility in which an employee performs their work duties. Generally, an employee's headquarter would be reflected as their "Office" or "Mailstop."

# ARTICLE II RECOGNITION AND COOPERATION

## **No Discrimination or Coercion Update**

The parties agree to modify Article II, Recognition and Cooperation, Section 6., No Intimidation or Coercion by the Union, as follows:

### SECTION 5. NO DISCRIMINATION OR COERCION BY COMPANY.

The Company recognizes that its employees have the right to select the Union as their exclusive bargaining agency and that collective bargaining with the Union as the representative of employees covered by this Agreement provides an effective means of promoting, maintaining and improving the relationship between such employees and the Company.

Neither the Company nor any of its agents, therefore, shall exercise discrimination, interference, restraint or coercion against any employee because of any lawful activities by the employee on behalf of the Union.

### SECTION 6. NO INTIMIDATION OR COERCION BY THE UNION.

For the same reasons as set forth in Section 4-5 above, neither the Union nor its members, nor its agents, shall exercise intimidation or coercion to cause employees to become members of the Union, nor shall it, or its members, or its agents, solicit membership in the Union on Company time or Company property or during working hours of any employees involved. Conversation relative to Union matters which will not interfere with the work of employees will not be considered a violation of this Section.

## **Compliance Update**

The parties agree to modify Article II, Recognition and Cooperation, Section 12., Compliance Requirement, as follows:



It shall be the policy of the Company and the Union that during the term of this Agreement, the provisions herein shall apply to all employees without regard to age, color, disability, gender, gender expression, gender identity, genetic information, marital status, national origin, race, religion, pregnancy, sex, sexual orientation, veteran status, or any other characteristic protected by federal, state or local laws~~race, color, religion, creed, sex, marital status, age, national origin, veteran status, or disability~~. The Company may take all actions necessary to reasonably accommodate qualified individuals with a disability. The provisions of Article III, Section 1, will apply in regards to any complaints of actions taken by Management. ~~Words of the masculine gender used in this Agreement shall be held to include the female gender, and vice versa.~~

Unless the context clearly indicates otherwise, wherever the masculine [or feminine] is used in this Agreement, the same is intended, and shall be understood and interpreted to include the feminine/all individuals, of any gender, or those who do not identify with any gender and wherever the feminine is used, the same shall include the masculine. Similarly, the words he, her, his, she, their, and they as used in the Agreement applies universally regardless of gender.

### **Savings Clause**

The parties agree to add Article II, Recognition and Cooperation, Section 15., Compliance Requirement, as follows:

If any provisions of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or by reason on any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section, or portion thereof if requested by either party in writing within sixty (60) days after the date the Article, Section, or portion thereof was invalidated.

## **ARTICLE III METHOD OF NEGOTIATIONS**

### **Grievance Process/Handling Complaints**

The parties agree to modify Article III, Method of Negotiation, Section 1., Handling Complaints, as follows:

The Company and the Union will meet and deal with each other on complaints or grievances arising from the application of the provisions of this Agreement, through duly accredited representatives of the Company and of the Union. The representatives of the Company shall include at least one official, and the representatives of the Union shall include at least one employee member.

The Company and the Union agree that if Article II, Section 10, D is cited in the grievance, another section of the Agreement will be listed.

The procedure in handling of complaints or grievances will include:

- interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, formal and informal interpretations and clarification executed between the Company and the Union.
- termination, demotion, suspension or discipline of an individual employee
- disputes as to whether a matter is proper subject for the grievance procedure, shall be determined regarding hours, wages, working conditions or any matter relating to the application of the provisions of this Agreement (hereinafter referred to as “complaints”) ~~shall be~~ as follows:

A. If an employee shall have a complaint the employee should submit such complaint in writing through the employee’s Steward to the head of the employee’s department or division within thirty (30) calendar days of the occurrence which gave rise to it, and a “first step” meeting shall be held within fifteen (15) calendar days after receipt of such complaint to settle the matter. Attendees for the Company shall include, at a minimum the Department Supervisor or Department Manager in which the employee works, or the qualified assistant of such person. The reply to such complaint or grievances shall be submitted in writing by the Company to the President of the Union within seven (7) calendar days after the initial meeting held to discuss the complaint or grievance and attended by both the Company and the Union. If a settlement is not reached, and –

B. If the Union desires to discuss such complaint with the Company, upon written notice by the Union to the Company, describing the incident in detail, such complaint shall be submitted to a “second step” meeting between the representatives of the Union and the Company. Attendees for the Company shall include, at a minimum the Department Manager or Director/~~Division Manager~~/Plant Manager in which the employee works, or the qualified assistant of such person. In the event such “second step” meeting does not result in a settlement within seven (7) days of the filing of the notice provided herein (unless an extension of time is mutually agreed upon), then -

C. The complaint may again be submitted by the Union to the Company, in which case it shall be a “third step” meeting between the representatives of the Union and the Company. Attendees for the Company shall include, at a minimum ~~the (Sr.)~~ Vice President or Senior Director, if there is no Vice President, in which the employee works, or the qualified assistant of such person. . In the event this “third step” meeting does not result in a settlement within one (1) week after such complaint has been so submitted (unless an extension of time is mutually agreed upon), then -

The intent of Paragraphs A, B, and C, is to establish a three step hierarchical process that includes meeting(s) with either the employee’s Department Manager, Director/~~Division Manager~~/Plant Manager, Vice President/Senior Director or Department Supervisor, Department Manager, Vice President.

D. If the District does not respond in the time frame outlined in paragraphs A, B, and C of this Section, the complaint or grievance may, upon written request from the Union President,

continue to the next step of the grievance procedure (unless an extension of time is mutually agreed upon).

E. Such complaint, upon written notice by the Union to the Company, setting forth in detail the nature of the complaint and the steps theretofore taken for its settlement shall be submitted to arbitration in accordance with Article III, Section 2 of this Agreement.

F. If a complaint or grievance is not submitted within thirty (30) calendar days of the occurrence which gave rise to it, or if submitted, it is not settled or submitted to arbitration, as above provided, within seventy-five (75) calendar days after such complaint or grievance has been reported in writing, as provided in paragraph A above, it shall be deemed not to exist.

F. Upon mutual agreement between the Company and the Union, the parties may agree to bypass the “first step”, “second step”, and/or “third step” meeting described above.

G. If a complaint or grievance is submitted detailing the termination, demotion, suspension or discipline of an individual employee, the Company and the Union agree to expedite the steps as follows:

1. In the event of the demotion, suspension or discipline of an individual, the “first step” meeting will be bypassed and start with the “second step” meeting described above.

In the event of termination, the “first step” and “second step” meetings will be bypassed and start with the “third step” meeting described above.

## **ARTICLE IV WORKING PERIODS**

### **Breaks and Lunch**

The parties agree to modify Article IV, Working Periods, Section 2., Non-Shift Workers, as follows:

A. Eight (8) hours shall constitute a regular work-day for non-shift-workers, and forty (40) hours or five (5) days, beginning Monday morning and ending Friday evening, shall constitute a regular work-week, except as otherwise provided in Divisional Rules, Exhibit “B”, attached hereto and by this reference made a part hereof.

B. Regular daytime working hours shall be any period from 7 A.M. to 5 P.M., with one hour or one-half (½) hour out for lunch every day, subject, however, to the provision of Divisional Rules, Exhibit “B”.

C. If a recognized holiday, as defined in Section 3 of this Article, shall within the five (5) day periods set forth in (A) above, the regular forty (40) hour week or five (5) days shall be reduced by eight (8) hours or one (1) day for each such recognized holiday.

D. The meal period shall be considered to be an uninterrupted time which commences between three (3) to five (5) hours of the beginning of the regular work period, unless determined with mutual consent of the Union and the Company to be acceptable outside these parameters.-

E. A paid break period should be no longer than fifteen (15) minutes duration which commences between one (1) to three (3) hours of the beginning of the regular work period,- unless determined with mutual consent of the Union and the Company to be acceptable outside these parameters.

### **Floating Holidays – Call Center**

The parties agree to modify Article IV, Working Periods, Section 4., Holidays, as follows:

For the purpose of this Agreement, the following shall be the eight (8) recognized fixed holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In addition to the above fixed holidays, each employee will be credited with four (4) personal floating holidays on the January 1st following the employee's first full calendar year of employment.

Employees hired after January 1st will be entitled to personal floating holidays on a pro-rata basis during the calendar year of their hire in accordance with the schedule below:

<b>Hire Date</b>	<b>Pro-rata schedule</b>
<b>Jan 1 through Mar 31</b>	4 personal floating holidays
<b>Apr 1 through Jun 30</b>	3 personal floating holidays
<b>Jul 1 through Sep 30</b>	2 personal floating holidays
<b>Oct 1 through Dec 31</b>	1 personal floating holiday

The purpose of these personal floating holidays is to enable the employee to tailor observance of holidays based on his/her own individual ethnic and religious beliefs.

Insofar as the needs of the Company will permit, the scheduling of personal floating holidays shall be in accordance with employee seniority, as defined in Article V. To retain seniority in scheduling, personal floating holidays, as explained above should be scheduled with the department head as early as possible and no later than January 1st of the year in which the holidays are to be taken.

~~The following rules for Floating Holidays will apply to the Call Center:~~

- ~~A. Employees may designate the Holidays that they want to observe with the understanding that the Company will remain open for business on weekdays except those days designated as fixed holidays. It may not be possible, therefore, to grant every request for Floating Holidays.~~
- ~~B. Floating Holidays scheduled by December 20th of the year preceding the year in which the holidays are to be taken will be approved by December 31st on the basis of seniority according to business needs. Request must be made no earlier than December 1st of the year proceeding the year in which the holidays are to be taken.~~
- ~~C. Floating Holidays, once scheduled and approved, will be lost if the employee is ill on that day.~~
- ~~D. A scheduled Floating Holiday that an employee elects not to take may be rescheduled (with the approval of the supervisor) as if it were vacation.~~
- ~~E. Floating Holidays not scheduled and approved by December 31st are considered the same as vacation and will be granted based on operational needs and necessities.~~
- ~~F. If an employee schedules and is granted a Floating Holiday, they should count on being required to take the Holiday~~
- ~~G. Employees may be required to work on a day scheduled as a Floating Holiday. This determination will be made by the Company.~~
- ~~H. Employees who are required to work on a scheduled day that has been approved as a Floating Holiday will be paid Holiday Pay Rates.~~
- ~~I. Based on operational needs, employee may not be permitted to "stack" Floating Holidays. Requests for multiple Floating Holidays will be considered like vacation with the underlying intent being that these days will not be worked.~~
- ~~J. Personal floating holidays cannot be carried over to the following year.~~

The following rules will be applied to Floating Holidays ~~for other than the Call Center.~~

- A. Employees may designate the Holidays that they want to observe.
- B. Floating Holidays scheduled by January 1st of the year in which the holidays are to be taken are locked in.
- C. Floating Holidays, once scheduled, are "locked in" and will be lost if the employee is ill on that day.
- D. A scheduled Floating Holiday that an employee elects not to take may be rescheduled (with the approval of the supervisor) again as if it were vacation.
- E. Floating Holidays not scheduled by January 1st are considered the same as vacation and will be granted based on operational needs and necessities.
- F. If an employee schedules a Floating Holiday during a scheduled outage, they should count on being required to take the Holiday.
- G. Employees must understand that they can not be assured of not being scheduled to work on the days following a holiday even though the days in question may be Saturday and Sunday
- H. Employees may be required to work on a day scheduled as a Floating Holiday. This determination will be made by the Company.

- I. Employees who are required to work on a scheduled Floating Holiday will be paid Holiday Pay Rates.
- J. Based on operational needs, employee may not be permitted to "stack" Floating Holidays. Requests for multiple Floating Holidays will be considered like vacation with the underlying intent being that these days will not be worked.
- K. Personal floating holidays cannot be carried over to the following year.

**Overtime – Minimum of Three Hours and Continuation of Pay**

The parties agree to modify Article IV, Working Periods, Section 5., Overtime and Section 7., Called for Overtime Work, by moving the deleted portions under Section 5. (H.), as follows:

**SECTION 5. OVERTIME.**

A. All employees are expected to be available for overtime work during emergencies or, when in the opinion of the Company, such overtime work is necessary for the continuance of efficient operations or service to the customers.

B. All work performed by a shift-worker in excess of forty (40) compensated hours per week shall be paid for at one and one-half (1 1/2) times the hourly wage rate of such worker, except that any such work performed on Sundays and holidays shall be paid for at two (2) times his/her regular hourly wage rate. When a shift-worker's two (2) days off do not include a Sunday, the second of such two (2) days shall be considered as Sunday for such worker for the purposes hereof.

C. All work performed by a non-shift-worker, except as provided in Divisional Rules, Exhibit "B", in excess of forty (40) compensated hours per week (reduced by eight [8] hours for each holiday occurring within the week), shall be paid for at one and one-half (1 1/2) times the hourly wage rate of such worker, except that any work performed on Sundays and holidays shall be paid for at two (2) times the employee's regular hourly wage rate.

D. No worker shall be required to lose time during his/her regular work-day to offset overtime the employee has previously worked or will be called upon to work. Overtime is to be distributed as equally as is practicable among the workers in the classifications of work where such overtime is worked or to be worked. The Company will furnish to the Union, on request of the Union, an overtime report listing each employee, his/her department and the amount of overtime worked by each employee during the previous month. All overtime will be equalized unless Paragraph E below applies in which case, only scheduled overtime will be equalized.

E. Distribution of Overtime. Each department shall establish equitable rules for contacting employees for emergency overtime. These rules will allow employees who want to work emergency overtime to be called first. In the event the overtime requirements cannot be fulfilled in this manner, additional employees will be called upon on the basis of low overtime.

F. If an employee reports for overtime work six (6) or more hours before the start of his/her regular scheduled working day and continues to work into and works any part or all of such

working day, the hours worked during the regular working day shall be at one and one-half (1 1/2) times his/her hourly rate until released.

G. An employee who has worked sixteen (16) or more hours, which includes applicable travel time, in any twenty-four (24) hour period which begins immediately after an off-duty period of eight (8) hours or more, shall, when released by the Company, be entitled to a rest period as hereinafter set forth, and if such rest period extends into his/her regular scheduled working day, the employee shall not lose time during that portion of the rest period which extends into such working day. The rest period shall be determined as follows:

1. If the employee is released eight (8) or more hours before the beginning of his/her next regular scheduled working day, the employee shall report for work at his/her regular scheduled starting time.
2. If the employee is released four (4) but less than eight (8) hours before the beginning of his/her next regular scheduled working day, the employee shall report for work four (4) hours before the end of such working day.
3. If the employee is released less than four (4) hours before the beginning of his/her next regular scheduled working day, the employee shall be excused from work during all of such working day.

If the employee who is released by the Company for a rest period, as provided in Paragraph G of this Section 5, is specifically required by the Company to report for work in less than eight (8) hours from the time the employee was released, then it shall be deemed that such employee was not released for such rest period.

If the employee who is not released by the Company for a rest period, as provided in Paragraph G of this Section 5, is required to continue to work in excess of sixteen (16) hours the employee shall be paid at two (2) times the employee's regular hourly wage rate for all such hours worked or deemed to have been worked.

H. An employee who reports for overtime work, whether it be for scheduled overtime or a callout, shall be paid for not less than three (3) hours for each time the employee reports, unless such overtime work is scheduled to commence less than three (3) hours before the start of the employee's regular scheduled working day or the overtime is continuation of the work day, in which case, the employee shall be paid only for the time worked.

For clarification:

- If an employee is scheduled to start work two (2) hours prior to their base hours, the employee will be compensated for two (2) hours:

<u>5:00 AM – 7:00 AM</u>	<u>2 hours</u>	<u>overtime 150%</u>
<u>7:00 AM – 3:30 PM</u>	<u>8 hours</u>	<u>base pay</u>

- If a non-remote working employee is called at home to respond to a callout prior to their base hours, the employee will be paid the minimum callout of three (3) hours.

<u>5:00 AM – 7:00 AM</u>	<u>2 hours</u>	<u>overtime 150%</u>
	<u>1 hour</u>	<u>minimum overtime 150%</u>
<u>7:00 AM – 3:30 PM</u>	<u>8 hours</u>	<u>base pay</u>

I. Continuation of Overtime Callout Pay. An employee who reports for overtime work on a callout at double time (200%) shall stay on that rate for the duration of the callout. This provision does not apply to scheduled overtime.

~~SECTION 7. CALLED FOR OVERTIME WORK~~

~~An employee who reports for overtime work shall be paid for not less than three (3) hours for each time the employee reports, unless such overtime work commences less than three (3) hours before the start of the employee’s regular scheduled working day, in which case the employee shall be paid only for the time elapsed between the time the employee reports for such overtime work and his/her regular working day.~~

**ARTICLE VI LEAVES OF ABSENCE**

**Funeral Leave Enhancements**

The parties agree to modify Article VI, Leave of Absence, Section 4., Leave to Attend the Funeral, as follows:

~~An employee shall be granted a leave, with pay, to attend the funeral of an immediate relative (husband, wife, child, stepchild, father, mother, pre-designated legal guardian of the employee, or the employee’s wife or husband, or person whom the employee or the employee’s spouse has been pre-designated as the legal guardian). Such leave is available from the day of the death with a maximum leave of five (5) work days to make arrangements, attend the funeral (including necessary travel), handle estate matters following the funeral, and/or handle other matters related to the death. This benefit shall be used within thirty (30) days of the death of the family member.~~

~~An employee shall be granted a maximum leave of three (3) days, with pay, to attend the funeral of a grandparent, grandchild, brother, sister, stepmother, stepfather, half-sister, half-brother of the employee, or the employee’s wife or husband. Such leave is available from the day of the death through the day of the funeral of the deceased person.~~

~~— An employee shall be granted a maximum leave of two (2) days, with pay, to attend the funeral of a son-in-law, daughter-in-law, brother-in-law or sister-in-law of the employee, or the employee’s wife or husband. Such leave is available from the day of the death through the day of the funeral of the deceased person.~~



~~———— If additional days off are needed in connection with the death, the employee will be allowed to use vacation, if available.~~

~~———— In the event that the death of a relative, as above defined, occurs while the employee is on a regularly scheduled vacation, the employee shall be allowed to reschedule the appropriate number of days that were taken as funeral leave instead of vacation.~~

An employee shall be granted a leave, with pay, to attend the funeral of an immediate relative as follows:

- Spouse, child, or stepchild: A maximum of ten (10) days leave to make funeral arrangements, attend the funeral (including necessary travel), handle estate matters following the funeral, and/or handle other matters related to the death. This benefit shall be used within ninety (90) days of the death of the family member.
- Father, mother, grandparent, grandchild, sibling, stepparent, half-sibling or pre-designated legal guardian of the employee or employee's spouse): A maximum of five (5) days leave to make funeral arrangements, attend the funeral (including necessary travel), handle estate matters following the funeral, and/or handle other matters related to the death. This benefit shall be used within thirty (30) days of the death of the family member.
- Son-in-law, daughter-in-law, brother-in-law or sister-in-law of the employee or employee's spouse: A maximum of three (3) day leave to attend the funeral. If additional days off are needed from the day of death through the day of the funeral, the employee will be allowed to use vacation, if available. If the funeral is held a distance of two hundred (200) air miles or more from the employee's Regular Headquarters, one (1) additional work day will be allowed, provided the employee starts to return the day following the funeral.

In the event that the death of a relative, as defined above, occurs while the employee is on a regularly scheduled vacation, the employee shall be allowed to reschedule the appropriate number of days he/she would normally have worked.

## **ARTICLE VII VACATION, PAID SICK LEAVE AND PARENTAL LEAVE**

### **Vacation Leave Enhancements**

The parties agree to delete Article VII, Vacations, Paid Sick Leave And Paid Parental Leave, Section 1., Vacations., and replace as follows:

A. Effective as of January 1, 2023, eligible employees accrue Vacation Leave depending on the length of time they have been employed with OPPD on a per period basis.

New employees will be given forty (40) hours of Vacation Leave on their hire date.

Employees will accrue Vacation Leave based on their Continuous Service in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual - Hours Per Pay Period</u>	<u>Maximum Annual Vacation Hours</u>	<u>Maximum Vacation Balance Hours</u>
<u>Less than 1</u>	<u>2</u>	<u>52</u>	<u>92</u>
<u>1 up to 5</u>	<u>4</u>	<u>104</u>	<u>208</u>
<u>5</u>	<u>6</u>	<u>156</u>	<u>312</u>
<u>10</u>	<u>7</u>	<u>182</u>	<u>364</u>
<u>15</u>	<u>7.5</u>	<u>195</u>	<u>390</u>
<u>20</u>	<u>8</u>	<u>208</u>	<u>416</u>
<u>25</u>	<u>8.5</u>	<u>221</u>	<u>442</u>
<u>30</u>	<u>9</u>	<u>234</u>	<u>468</u>

1. Employees are allowed to have a maximum of two (2) times their annual accrual. After an employee has met their maximum Vacation Leave balance, they cannot accrue additional Vacation Leave hours until their Vacation Leave balance drops below the maximum balance.

2. An employee will not receive retroactive accruals for time worked while they were at the maximum balance.

3. Vacation will not be earned while an employee is on Ordinary Leave of over thirty (30) days duration as defined in Article VI, Section 1 of the Agreement.

B. Insofar as the needs of the Company will permit, the scheduling of vacations shall be in accordance with employee seniority, as defined in Article V. To retain seniority in scheduling, vacations should be scheduled with the department head as early as possible and no later than April 1.

C. For the maintenance of efficient and satisfactory service to the Company's customers, an employee may be required by the division head to work during part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so required to work shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate for vacation hours so worked.

D. At the request of an employee, and with the permission of the division head, an employee may work a part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so permitted to work shall be paid at the employee's regular hourly wage rate for vacation hours so worked.

E. Upon separation from OPPD, the balance of Vacation Leave hours available to the employee will be paid with the final paycheck.

## TRANSITION FOR CURRENT EMPLOYEES

Employees, who were hired in 2022, who would not normally receive a Vacation Balance on January 1, 2023, will receive forty (40) hours of vacation in their vacation balance.

All other employees will receive a one (1) time payout of their unused carryover vacation leave (2021 Vacation). The remaining unused vacation balance (2022 Vacation) will be added to their vacation leave balance.

### **Sick Leave – Reduce Sick Leave Reconstitution Period and Removal of Special Time Off**

The parties agree to modify Article VII, Vacation and Sick Leave, Section 2., Paid Sick Leave, as follows:

A. An employee who has had more than six (6) months of continuous service with the Company, as defined in Article I, Section 3 (F), and who shall lose time due to sickness, shall receive a paid sick leave, as hereinafter provided, for such lost time.

B. “Sickness as used herein shall mean any period of sickness or injury/disability of an employee, other than injury/disability due to accident while performing company duties, which shall include any necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or for reasons related to an employee’s pregnancy, which prevents the employee from performing such duties. A sickness shall be deemed to begin at the time the employee is unable to perform the duties and end upon return to such duties.

Employees shall be allowed to use their own sick leave to care for an injury or illness of an immediate family member. “Immediate” family member shall be defined as those family members covered by the Federal Family Medical Leave Act. A supervisor may require verification of illness or injury for an immediate family member. The amount of hours an employee may use is, as follows:

1. An employee may use up to a maximum of forty (40) hours in a calendar year for any illness or injury to an immediate family member that is classified as non-FMLA.
2. An employee may use up to a maximum of eighty (80) hours in a calendar year for any illness or injury to an immediate family member that is classified and approved under the FMLA. Any hours an employee uses for any illness or injury to an immediate family member that is classified as non-FMLA shall be deducted from this 80-hour maximum. For example, if an employee uses twenty (20) hours of sick leave for an immediate family member under a non-FMLA event, then the employee would only be able to use sixty (60) hours of sick leave if an immediate family member has a qualifying FMLA event the rest of the calendar year.

Maternity leave shall be defined as the time from when an employee gives birth to a child through the caring for and bonding with that child, up to the employee's return to work. Such maternity leave shall not exceed twelve (12) weeks and an employee must use their available paid sick leave balance to cover this time. Once an employee exhausts their paid sick leave balance during maternity leave, an employee shall be approved to use no pay sick leave and/or vacation to cover the said twelve-week period.

"Successive Sickness" shall mean a period of sickness that follows any previous period by less than ~~twenty two (22)~~eighteen (18) weeks.

C. The paid sick leave allowed during sickness shall be on a full-time basis (a paid sick leave based on the total number of hours lost) or on a half-time basis (a paid sick leave based on one-half (½) the total number of hours lost) and for the periods set forth in paragraph D of this Section. All paid sick leave shall be computed at the employee's hourly wage rate.

D. The number of hours an employee loses during a sickness or successive sickness shall be the number of hours the employee would have worked including eight (8) hours for each recognized holiday during the period covered by such sickness, on the basis of the employee's regular hours of work as set forth in Section 1 or Section 2 of Article IV.

E. An employee's paid illness absence shall begin with the first regular workhour lost and shall cease when he/she returns to work.

~~Beginning January 1, 2018, employees will no longer earn occurrences. On this date, employees will be credited with Special Time Off (STO) for any remaining occurrences they hold with four (4) hours of STO credited for each occurrence, but not to exceed forty eight (48) hours. Occurrences earned on January 1, 2018 will be credited up to twelve (12) maximum.~~

~~This STO must be used within the calendar year of 2018; any remaining STO shall be forfeited on January 1, 2019. Such STO shall be scheduled and used similar to vacation time and must be approved by a supervisor before usage. No employee, under any circumstance including but not limited to an employee's termination, resignation, or retirement from the Company, shall be allowed to receive monetary payment for any remaining occurrences or STO pay (i.e. no cashing out payment for STO).~~

Any illness absence shall be cumulative for the purposes of determining the time for which any employee shall receive and/or be reconstituted their paid illness absence; provided, that such paid illness absence, for any sickness and successive sickness, as defined in Section 2 (B) hereof, shall be made on the basis of full time or half time, depending on the employee's record of continuous service with the Company, as follows:

<b>Years of Continuous Service</b>	<b>Period at Full Time</b>	<b>Period at Half Time</b>
<b>More than 6 months</b>	1 week	0 weeks
<b>1 year to 2 years</b>	2 weeks	2 weeks
<b>2 years to 5 years</b>	6 weeks	7 weeks
<b>5 years to 10 years</b>	14 weeks	12 weeks
<b>10 years to 15 years</b>	18 weeks	21 weeks
<b>15 years to 20 years</b>	24 weeks	28 weeks
<b>20 years to 25 years</b>	39 weeks	13 weeks
<b>Over 25 years</b>	52 weeks	

In no such case shall paid sick leave for any one (1) sickness and successive sicknesses be made for a period to exceed fifty-two (52) weeks.

F. After an employee has been paid sick leave for a sickness or successive sicknesses, for the full time provided in paragraph (D) of this Section, the employee shall receive no further paid sick leave until the employee has continuously performed his/her Company duties for a period of not less than ~~twenty-two (22)~~eighteen (18) weeks. When the employee has performed such duties for an ~~twenty-two (22)~~eighteen (18) week period, if the employee shall again be sick, such sickness shall be considered a new period, and all the provisions of this Section shall again be applicable. It is understood that the sick leave provisions under this contract are intended to provide an employee with full salary when such employee is unable to work due to illness or injury. Additionally, such paid sick leave shall provide an employee a full salary when the employee is temporarily disabled due to illness or injury

## **EXHIBIT “A” EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES**

### **Premium Pay Increase**

The parties agree to modify Exhibit, “A”, Employee Classifications, Wage Rate and Rules, Section 2., Premium Pay for Shift-Workers and Section 3., Premium Pay for Twenty-Four Hour Coverage, as follows:

#### **SECTION 2. PREMIUM PAY FOR SHIFT-WORKERS.**

In addition to the basic wages of the classifications set forth in this Exhibit “A”, a shift-worker shall receive a premium payment of ~~eighty-five (85) cents~~ one dollar and thirty- six cents (\$1.36) per hour for all hours worked in a scheduled afternoon or evening shift, a premium payment of ~~one dollar and fifteen cents (\$1.15)~~ one dollar and eighty four cents (\$1.84) per hour for all hours worked in a scheduled night shift, and a premium payment of ~~one dollar (\$1.00)~~ one dollar and thirty-six cents (\$1.36) per hour for all hours worked before 8:00 a.m. or after 5:00 p.m. that do not conform to the schedules below, including 12 hour shifts (night shift only).

Schedule shifts for the purposes of determining premium pay shall be as follows:

\_\_\_\_\_ A. Day Shift shall be any work period which begins between the hours of 6:00 A.M. and 9:00 A.M.

B. Afternoon or Evening Shift shall be any work period which begins between the hours of 2:00 P.M. and 5:00 P.M.

C. Night Shift shall be any work period which begins between the hours of 10:00 P.M. and 1:00 A.M.

### SECTION 3. PREMIUM PAY FOR TWENTY-FOUR HOUR COVERAGE.

Hours worked before 8:00 A.M. or after 5:00 P.M. shall qualify for shift premium pay, subject to the provisions of Section 2 of Exhibit "A" hereto. ~~Employees hired before December 1, 1977 will be given consideration for assignments to such shifts if they so request.~~ Employees shall be given at least five (5) calendar days advance notice of their assignment to such shifts. Any portion of a day shall be considered one calendar day when establishing a five (5) day notification period.

Any workers assigned to a twenty-four hour coverage period with less than thirty-six (36) hours' notice shall receive one and a half times (1 ½) his/her base hourly wage rate for each hour worked until the thirty-six (36) hour notification has been satisfied.

Any workers assigned to a twenty-four hour coverage period with more than thirty-six (36) hours' notice, but less than five (5) calendar days' notice shall receive a premium payment of 10% of his/her base hourly wage rate for each hour worked between 3:30 P.M. and 1:00 A.M. and 15% of his/her base hourly wage rate for each hour worked between 11:30 P.M. and 8:30 A.M. until the five (5) day notification period has been satisfied.

The parties agree to modify all Compress Workweeks language, in Exhibit "B", OPPD Divisional Rules, Section 15., Energy Production Nuclear Decommissioning Division Rules, (A.) ISFSI Organization – Security Department at the Fort Calhoun Station, as follows:

#### 4. Pay Practices.

- a) The payroll week will remain unchanged (i.e., Sunday at 0001 to Saturday at 2400).
- b) Payroll procedures will be established to continue the same negotiated employee benefit level.
- c) During weeks that employees work less than forty (40) hours, time will be coded in a manner so that benefits, including the pension program, will not be affected.

- d) Shift Premium: Classifications covered by this agreement shall be paid a shift premium of ~~one dollar (\$1.00)~~ one dollar and thirty-six cents (\$1.36) per hour for each hour worked on the night shift. This shift premium shall be added to the base pay prior to the application of any other premiums.

### **Retirement Incentive**

The parties agree to modify Exhibit, "A", Employee Classifications, Wage Rate and Rules, Section 4., Incentives Linked to Company or Business Unit Performance or Employee Service, as follows:

#### **SECTION 4. INCENTIVES LINKED TO COMPANY OR BUSINESS UNIT PERFORMANCE OR EMPLOYEE SERVICE.**

- A. Monetary Incentives: Employees, on an individual or group basis, at the sole discretion of the company, may become eligible for and qualify for additional compensation in the form of sales incentives during the course of the performance of their job duties. The company maintains the right, at its sole discretion to establish, alter and/or discontinue such incentives. Incentives may be established for, but is not limited to, product sales, enrollments for specialized services, etc.
- B. Non-Monetary Incentives: Employees, on an individual or group basis, at the sole discretion of the company, may become eligible for non-monetary incentives, gifts or rewards based on such things as, but not limited to, project completion, group goal attainment, exemplary performance, etc. The company maintains the right, at its sole discretion to establish, alter and/or discontinue these non-monetary incentives, gifts or rewards.
- C. Performance Incentives: Employees, on an individual or group basis, at the sole discretion of the company, may become eligible for Performance Incentives based on the overall performance of the employees Business Unit. Such Performance Incentives may be paid in the form of a percentage increase in wage rates for a specific period determined by the company or a lump sum payment that may be made in an amount and at the time (or times) determined by the company. The company maintains the right, at its sole discretion, to establish, alter and/or discontinue such incentives. Additionally, the company maintains the right, at its sole discretion to determine the performance measures upon which a Performance Incentive may be based.
- D. Retirement Incentives: Employees, upon normal or early retirement, as defined in Article IX, will receive seven hundred and fifty dollars (\$750.00) at the time of retirement. This amount may be used by the employee for a retirement party, if the employee so chooses.

## **EXHIBIT "B" OPPD DIVISIONAL RULES**

### **Meal Allowance Increase**

The parties agree to modify Exhibit, "B", OPPD Divisional Rules, Section 1., General Rules, (F.), Meals, as follows:

#### F. Meals During Overtime Work.

1. When an employee is required to work overtime for four (4) hours, the employee will receive a meal allowance of ~~eighteen (18)~~ twenty dollars (\$20.00) with his/her payroll deposit. The meal allowance will continue at six (6) hours of work thereafter until released from duty. For each meal, the employee will be allowed reasonable time, at the appropriate wage rate to eat. Travel time allowance will not be considered in determining when an employee has earned a meal allowance. If, when released from work, the employee has earned a meal allowance, along with the meal allowance, the employee will receive one (1) hour of overtime at the appropriate wage rate, excluding any premium payments. An employee can be held for up to two (2) hours beyond meal eligibility if it is determined that the job can be completed or scheduled overtime will end in this time period. An employee will not continue to earn meal allowances during paid rest periods. At its discretion, the Company may furnish a meal instead of giving a meal allowance. When a meal is furnished, it shall be of a quality equal to a meal purchased in a restaurant.

If the employee is a shift worker in Nuclear Operations who is not able to leave their post for a meal, the employee will receive one (1) hour of pay at the appropriate wage rate for each meal earned. This will not be counted as time worked.

On occasion the Company may allow for practices in excess of this provision for reasons of safety or health to the employee or for continuation of service to the customer. Such practice shall not be considered an established precedent.

2. The rules as outlined in paragraph (1) will apply to the following situations:

a. When the employee continues to work immediately after his/her regular quitting time, he/she will qualify for the first meal ~~after~~ at two (2) hours of overtime instead of at four (4) hours of overtime as indicated in paragraph (1). All other rules in paragraph (1) apply.

b. All callouts with the following exception: If a callout interferes with an employee carrying a lunch and the employee is normally required to carry a lunch, the employee shall receive a meal allowance, but will not be paid for the time to eat a meal unless emergency work continues throughout the employee's normal lunch period.

The parties agree to modify all Compress Workweeks language, in Exhibit "B", OPPD Divisional Rules, in the applicable Sections, as follows:



## **Work Rules for Compressed Workweek Schedules**

### ***1) Pay Practices***

The following pay practices will remain the same as currently provided in the Agreement between OPPD and IBEW Local No. 1483:

- 1) Premium pay
- 2) Meals (~~Meals will be earned when an employee works more than two (2) hours before base hours or at two (2) hours immediately following base hours~~Meals will be earned when an employee works more than two (2) hours before or after the base hours, whether the base is 4-hour, 8-hour, 9-hour or 10-hour days.)
- 3) Overtime
- 4) Holiday pay

The parties agree to modify Exhibit, "B", OPPD Divisional Rules, Section 6., Nuclear Rules, and Section 15., Energy Production Nuclear Decommissioning Division Rules, as follows:

### SECTION 6. NUCLEAR RULES.

#### **H. Chemistry and Radiation Protection Department (843) at Fort Calhoun Station.**

E. Meal Allowance: If an employee works overtime concurrent with their normally scheduled shift that begins two (2) or more hours before the start of their regular scheduled shift, or extends ~~at more than~~ two (2) hours after their regular scheduled shift, that employee shall qualify for a meal allowance of twenty dollars (\$20.00)~~eighteen dollars (\$18.00)~~.

If an employee is scheduled to work overtime outside of their normally schedule base hours with less than 24 hours' notice, the employee shall qualify for a meal allowance of twenty dollars (\$20.00)~~eighteen dollars (\$18.00)~~ after six (6) hours of work, and one (1) meal allowance as above for every four (4) hours worked thereafter.

### SECTION 15. ENERGY PRODUCTION NUCLEAR DECOMMISSIONING DIVISION RULES.

#### **A. ISFSI Organization – Security Department at the Fort Calhoun Station**

- e) Meal Allowance: If an employee works overtime concurrent with their normally scheduled shift that begins two (2) or more hours before the start of their regular scheduled shift, or extends ~~more than~~ two (2) hours after their regular scheduled shift, that employee shall qualify for a meal allowance of ~~eighteen dollars (\$18.00)~~twenty dollars (\$20.00)

If an employee is scheduled to work overtime outside of their normally schedule base hours with less than 24 hours' notice, the employee shall qualify for a meal allowance of ~~twenty dollars (\$20.00)~~~~eighteen dollars (\$18.00)~~ after six (6) hours of work, and one (1) meal allowance as above for every four (4) hours worked thereafter.

### **Travel Allowance (Increase Flat Amount) and Remove Outage Transportation**

The parties agree to modify Exhibit, "B", OPPD Divisional Rules, Section 1., General Rules, (H.), Travel Allowance, as follows:

1. Fort Calhoun/Metropolitan Travel. Whenever an employee is required to report to work at Fort Calhoun, when his/her Regular Headquarters is another location in the Metropolitan area; or an employee is required to report for work at a location in the Metropolitan area, when the employee's Regular Headquarters is Fort Calhoun; the employee shall receive a travel allowance of ~~\$21.00~~ thirty-one dollars (\$31.00) for each required trip to and from the specified location.

2. Job-Site Reporting. Employees may be required to report directly to a job site at the start of a workday provided that the job site is within 35 miles of the employee's regular headquarters and the employee is notified the day before of the work location and the starting time. Job-site reporting will only be used for assignments of a duration of five (5) consecutive workdays or more. An employee will receive \$18 for each day or part of a day the employee reports to a job site which is up to and including 20 miles from the employees regular job headquarters or \$20 for each day or part of the day the employee reports to a job site which is over 20 miles and up to 35 miles from the employees regular job headquarters. Mileage will be measured in a straight line from the employee's Regular Headquarters to the Job Site.

3. Travel within the Metropolitan Area. Metropolitan area will be defined as Energy Plaza, Elkhorn Center, Papillion Center, Omaha Center Complex ~~and Jones Street Power Station~~, North Omaha Station, Sarpy County Power Station, Standing Bear Lake Power Station, and Turtle Creek Power Station. This provision applies to all employees where the employee is assigned to a location other than his/her regular job headquarters. Employees will be paid at the existing IRS reimbursement rate for all roundtrip miles. Reimbursement will continue for each relocation per day.

a. Table of Travel Time. Whenever an employee is required to report to work at one of the locations listed in the Table of Travel Time below and the employee's regular headquarters is in another location listed in the table, employee will be paid according to the table below. Mileage in the form of travel time will be paid at straight time pay rates. All assignments made to employees to locations not contained in the table below will be negotiated with the Union prior to implementation. When an employee is assigned to a location listed in the table below, the provisions of this paragraph will take precedence over any other transportation and travel allowance provisions of the Agreement. The travel time tables represent the amount of time for one round trip to and from the location.

~~The Company will provide transportation only for major outages at the Nebraska City Station. For unscheduled major outages lasting more than seven (7) calendar days, transportation will be provided after the seventh day.~~

**Table of Travel Time (Hours of Pay/Round Trip)**

<b>Location to Location</b>	<b>Travel Time</b>
Metropolitan Omaha to Ashland	2
Metropolitan Omaha to Blair	Flat Fee*
Metropolitan Omaha to Cass County	1.3
Metropolitan Omaha to Fort Calhoun Station	Flat Fee*
Metropolitan Omaha to Humboldt	3.4
Metropolitan Omaha to Louisville	1.5
Metropolitan Omaha to Nebraska City Station	2
Metropolitan Omaha to North Bend	3
Metropolitan Omaha to Syracuse	2.5
Metropolitan Omaha to Tecumseh	3.3
Nebraska City to Ashland	2.5
Nebraska City to Blair	3.2
Nebraska City to Cass County	1.5
Nebraska City to Fort Calhoun Station	3.2
Nebraska City to Humboldt	2.2
Nebraska City to Louisville	2.2
Nebraska City to North Bend	4.2
Nebraska City to Syracuse	Flat Fee*
Nebraska City to Tecumseh	2
Syracuse to Ashland	2
Syracuse to Blair	3.4
Syracuse to Cass County	1.5
Syracuse to Humboldt	2.4
Syracuse to Louisville	1.4
Syracuse to North Bend	4
Syracuse to Tecumseh	1.2
Fort Calhoun Station to Ashland	2
Fort Calhoun Station to Cass County	2.8
Fort Calhoun Station to Humboldt	4.4
Fort Calhoun Station to Louisville	2
Fort Calhoun Station to North Bend	2
Fort Calhoun Station to Syracuse	3.4
Fort Calhoun Station to Tecumseh	4.4

Location to Location	Travel Time
Ashland to Blair	2
Ashland to Cass County	2
Ashland to Humboldt	4.2
Ashland to Louisville	1
Ashland to North Bend	2.3
Ashland to Tecumseh	3.2
*Flat Fee = <del>\$21.00</del> <u>\$31.00</u>	

**Utility Operations - Headquarter Changes, Expand 4/10s Compressed Workweeks to Include North Omaha, and Confined Space Rope Rescue Incentive**

*Headquarter Changes – Production Operations and Nuclear*

The parties agree to modify Exhibit, “B”, OPPD Divisional Rules, Section 5., Energy Marketing and Trading Divisions, Production Engineering & Fuels Division, and Production Operations Division Rules, and Section 6., Nuclear Rules, as follows:

**SECTION 5. ENERGY MARKETING AND TRADING DIVISION, PRODUCTION ENGINEERING & FUELS DIVISION, AND PRODUCTION OPERATIONS DIVISION RULES.**

**B. Headquarters.** Each employee will be assigned to a Regular headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Temporary headquarters or Job headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies the notice period shall not apply.

**1. Regular Headquarters.** Regular Headquarters shall be the Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, ~~and~~ Nebraska City Power Station, ~~North Omaha Power Station~~, Sarpy County Power Station, Standing Bear Lake Power Station and Turtle Creek Power Station. When an employee is permanently assigned to Regular Headquarters, the assignment shall be for a period in excess of one (1) year. However, an employee may be reassigned in less than one (1) year if such change is required for immediate or imminent promotion. When an employee is permanently reassigned from one Regular Headquarters to another, the employee shall be given a written notice of such change a minimum of seven (7) calendar days prior to the effective date.

**2. Job Headquarters.** Job Headquarters may be established at the Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, ~~Sarpy County Power Station and the~~ Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Power Station and Turtle Creek Power Station. When an employee is assigned on Job Headquarters status, a location other than his/her

Regular Headquarters, the employee will be allowed a travel allowance in accordance with Exhibit “B”, Section 1, paragraph (H) Travel Allowance. The employee will be required to report for work and quit work at the employee’s regular starting and quitting time at his/her Job Headquarters location.

## SECTION 6. NUCLEAR RULES.

**C. Headquarters.** Each employee in Nuclear will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Temporary Headquarters or Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies the notice period shall not apply.

**1. Regular Headquarters.** Regular Headquarters shall be Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Power Station and Turtle Creek Power Station. ~~Cass County Power Station~~.—When an employee is permanently assigned to Regular Headquarters, the assignment shall be for a period in excess of one (1) year. However, an employee may be reassigned in less than one (1) year if such change is required for immediate or imminent promotion. When an employee is permanently reassigned from one Regular Headquarters to another, the employee shall be given a written notice of such change a minimum of seven (7) calendar days prior to the effective date.

**2. Job Headquarters.** Job Headquarters may be established at the Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, ~~Sarpy County Power Station~~, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Power Station or Turtle Creek Power Station. ~~or the Cass County Power Station~~. When an employee is assigned on Job Headquarters status, a location other than his/her Regular Headquarters, the employee will be allowed a travel allowance in accordance with Exhibit “B”, Section 1, paragraph (H) Travel Allowance. The employee will be required to report for work and quit work at the employee’s regular starting and quitting time at his/her Job Headquarters location.

~~**D. Temporary Assignment to Cass County Power Station.** Whenever an employee is required to report to the Cass County Power Station and the employee’s regular headquarters is the Metropolitan area (Jones Street, North Omaha, Sarpy County, Headquarters of the Nuclear Joint Operations Company), or an employee is required to report for work in the Metropolitan area (Jones Street, North Omaha, Sarpy County, Headquarters of the Nuclear Joint Operations Company), when the employee’s Regular Headquarters is the Cass County Power Station; the employee will receive a travel allowance equivalent to 1.3 hours pay at the employee’s base hourly rate for each required trip to and from the specified location.~~

*Expand 4/10s Compressed Workweeks to Include North Omaha*

The parties agree to modify Exhibit, “B”, OPPD Divisional Rules, Section 5., Energy Marketing and Trading Divisions, Production Engineering & Fuels Division, and Production Operations Division Rules, (E.) Employees with Compressed workweeks, as follows:

**E. Employees with Compressed Workweeks.** Effective ~~August~~June 12, ~~2018~~2022, employees ~~reporting to~~in the ~~Nebraska City~~Energy Production Nuclear Decommissioning Business Unit, excluding employees either a.) covered under the Fort Calhoun Station – Decommissioning – Alternative Work Schedule; b.) Design Engineering Department 451; or c.) Radiation Protection/Chemistry Department 843, whose work ~~period~~periods are in accordance with Article IV, Section 2. Non-Shift Workers shall be placed on a compressed workweek schedule as described below.

- ~~Department Secretary~~
- ~~Administrative Clerk III~~
- ~~Administrative Clerk IV~~
- ~~Chemist~~
- ~~Production Planner~~
- ~~Senior Production Planner~~
- ~~Instructional Technologist~~
- ~~Senior Instructional Technologist~~

<b><u>Training Administrative Department 464</u></b>	<b><u>Energy Production Integrated Work Management Online &amp; Outage Planning &amp; Scheduling Department 853</u></b>
• <u>Admisntrative Assistant</u>	• <u>Production Planner</u>
• <u>PETS Records Coordinator</u>	• <u>Scheduler</u>
• <u>Instructional Technologist</u>	
• <u>Senior Instructional Technologist</u>	<b><u>Nebraska City Administrative Department 480</u></b>
	• <u>Chemist</u>

**Compressed Schedules**

The compressed workweek schedule options for these employees shall be as follows:

- 1) Schedule will be four ten (10) hour days with one (1) weekday off.
- 2) An employee’s regular 10-hour ~~shift~~shift will be ~~the hours of any period from~~ 0600 to ~~1630~~1700. A lunch break will be provided during an employee’s shift.

3) Employees within the same classification may not be able to have the same day off as other employees within the same classification participating in compressed workweek schedules.

~~1) Management will determine and communicate to employees the number of slots and positions available on both schedules based on business needs; the selection of the shift will be based on the employee's department seniority as defined by Article V.~~

~~4) During weeks that contain a paid OPPD observed holiday, the employee on a 10-hour shift will revert to an 8-hour per day workweek. In this situation, unless otherwise scheduled, employees working such an 8-hour shift will work any period from 0600 to 1700, Monday through Friday, 0600 to 1430 Hours, excluding the paid OPPD observed holiday. A lunch break will be provided to employees working such a schedule during an employee's shift.~~

~~5) An employee will not be able to switch between shifts, without approval from the employee's manager.~~

~~5)6) Employees who chose to participate in compressed workweek schedules may return, without penalty, to the regular shift with a two (2) week notice. However, employees, due to business and staffing necessity, management may limit the numbers of employee allowed to return to working an 8-hour shift. Employees that have switched back to an 8-hour shift will not be able to return to a compressed workweek schedule for three (3) months unless mutually agreed upon by the employee's manager.~~

~~7) Management has the right to discontinue the compressed workweek schedules with a six (6) week notice, or potentially longer if necessary to correspond with the end of a pay period.~~

~~8) The Company will determine the available shifts based on business needs; the selection of the shift will be based on the employee's department seniority as defined by Article V.~~

## **Work Rules for Compressed Workweek Schedules**

### **1) Pay Practices**

The following pay practices will remain the same as currently provided in the Agreement between OPPD and IBEW Local No. 1483:

- a) Premium pay
- b) Meals (Meals will be earned when an employee works more than two (2) hours before or after the base hours, whether the base is 8-hour, or 10-hour days.)
- c) Overtime
- d) Holiday pay

### **2) Sick Leave and Vacation**

If an employee is sick or uses vacation, the employee will be charged with the number of hours that were scheduled for their shift on that day.

### 3) *Floating Holidays*

If an employee is scheduled for a floating holiday, the employee will be charged based on an 8-hour shift, with the difference being supplemented with vacation.

### 4) *Other Absences*

During the following absences, the employee will be charged with the number of hours that were scheduled for their shift on that day, whether the days are 8-hour shifts or 10-hour shifts.

- a) Funeral
- b) Pallbearer
- c) Jury Duty
- d) Military Leave

### 5) *Holiday*

During weeks that contain a paid OPPD observed holiday, the employee on a 10-hour shift will revert to an 8-hour per day workweek on non-holiday workdays. In this situation, employees working such 8-hour shift will work Monday through Friday. The employee's start time will be mutually agreed upon with the employee's Supervisor, excluding the paid OPPD observed holiday. A lunch break will be provided to employees working this schedule.

### 6) *Training:*

- a) Vendor or Other Training which Requires Five (5) Working Days:
  - i) Should an employee working 10-hour days require a five (5) day training class, the employee will be scheduled to work 8-hour days Monday through Friday.
  - ii) Employees shall be given at least five (5) calendar days advance notice of their assignment to such shift. Any portion of a day shall be considered one calendar day when establishing a five (5) day notification period.
  - iii) Employees will resume their 10-hour days the week following the conclusion of their training class.
- b) Based upon business needs, including but not limited, to ensuring appropriate staffing coverage of the unit during training, with mutual agreement from the employee, Management shall have the discretion to temporarily adjust base hours during the training workweek for an employee working a 10-hour schedule.
  - i) The employee's day off may be moved to another day or the employee will be scheduled to work 8-hour days Monday through Friday.
  - ii) For example, Annual Live Fire Brigade Training, requires approximately six (6) weeks of Friday coverage by a Senior Instructional Technologist. In this scenario, if the Senior Instructional Technologist is working the 10-hour schedule with Friday off, the employee would schedule an alternate day off or work an 8-hour schedule.

### 7) *Outages*

- a) Employees in these work groups that are performing outage work will be placed on an 8-hour base day schedule during all outages (forced or scheduled). A scheduled outage will



be designated on the GEMS Schedule. Outages not designated on the GEMS Schedule will be considered forced. Notification for scheduling outage shift assignments, regardless if forced or scheduled, will follow Exhibit “B”, Section 1, I (Temporary Change in Working Hours).

- i) If, however, a forced outage starts after the beginning of the workweek, the schedule will revert to an 8-hour base day the next succeeding week for all employees working the outage.
- ii) If the outage starts after the beginning of the workweek and ends prior to 1800 hours on ~~Saturday~~Sunday of that week, employees will continue to work the 10-hour day schedule.

- b) All affected employees will revert back to the 10-hour day schedule the following week if the outage ends by 1800 hours on ~~Saturday~~Sunday. If the outage does not end by 1800 hours on ~~Saturday~~Sunday of that week all employees working the outage schedule (8-hour base day) will continue working the outage schedule.

#### 8) *Annual Review*

Management and the IBEW Local 1483 agree that if, for any reason, either party wants to discontinue the compressed workweek schedules, written notice must be given to the other party during the month of November. Should either party communicate to the other its wish to discontinue, the compressed workweek schedules, the schedules will terminate within six (6) weeks of such notification, or potentially longer if necessary to correspond with the end of a pay period. If neither party communicates its desire to terminate the compressed workweek schedules by November 30, then such schedules will continue for an additional year.

#### *Confined Space Rope Rescue Incentive*

The parties agree to add Exhibit, “B”, OPPD Divisional Rules, Section 5., Energy Marketing and Trading Divisions, Production Engineering & Fuels Division, (E.), Confined Space Rope Incentive, as follows:

**E. Confined Space Rope Rescue Incentive.** The Company will request for volunteers from North Omaha Station, Nebraska City Station, Fort Calhoun Station, and Peaking Stations to qualify and participate for the Confined Space Rope Rescue Teams at North Omaha, Nebraska City, and Peaking Stations. The teams will be comprised of members from IAM&AW Local Lodge No. 31, IBEW Local Union No. 763, IBEW Local Union No. 1483, and Exempt personnel. Employees must obtain supervisory approval to volunteer and participate on this team and be available when the need arises to be available for rescue. Management will determine the number of volunteers needed per location and will distribute the opportunity as equally as possible amongst the three (3) Local Unions and Exempt personnel. Volunteers are required to maintain compliance with Occupational Safety and Health Administration (OSHA) Standard 1910.146. Volunteers will be required to complete a minimum of forty (40) hours of annual training each calendar year. Additionally, monthly refresher training will be offered throughout each year. Volunteers must attend at a minimum four (4) of the twelve (12) refresher training opportunities to continue on the voluntary team. The refresher training will not count towards the forty (40) hour annual required

training. Upon initial successful completion of annual training, volunteers will be paid a five hundred dollar (\$500) incentive. Each proceeding year, volunteers will receive a one-thousand dollar (\$1000) annual incentive for maintaining OSHA compliance. Payment of the annual incentive will be completed January of the following calendar year. If more employees volunteer than spots available, or to backfill vacancies, the Company will use company seniority to fill the available spots.

As of June 1, 2022, current volunteers will receive the five hundred dollar (\$500) incentive.

<b>ID</b>	<b>Name</b>	<b>Job Title</b>
<b>09059</b>	Wayne Neuhofel	Nuclear Planner
<b>09609</b>	Patrick Hargis	ISFSI Armed Sec Specialist II
<b>09795</b>	Phillip Robertus	Chemist
<b>10974</b>	Brian James	Production Planner
<b>16530</b>	Thomas Tucker	Nuclear Planner
<b>10129</b>	Braden James	Sr. Radiation Protection Technician

## **EXHIBIT “D” EXHIBIT “D”, PART TIME EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1483**

### **Part Time Employee Changes – Paid Time-Off Enhancements, Wage Upgrades and Removal and Benefits (Health, Dental and Company Match) Upgrades**

#### *Paid Time-Off Enhancements*

The parties agree to modify Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 10., Paid Time-Off, as follows:

#### **SECTION 10. PAID TIME-OFF.**

- A. An employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week, per pay-period, for a total of forty (40) hours a pay-period, shall be eligible for Paid Time Off (PTO). All part time employees will earn paid time off according to the following schedule (Paragraph C).
- B. Paid Time Off (PTO) as used herein shall be the period of time used for vacation, personal time, sickness, time off to care for dependents or funeral leave.
- C. The employee shall receive a paid time off allowance based on years of continuous service according to the following schedule:

New employees will be given twenty (20) hours of PTO on their hire date.

Years of Continuous Service	Accrual	Maximum Annual PTO Allowance	Maximum PTO Balance
Less than 5	Three (3) hours per pay-period*	78 hours	156 hours
5 but less than 10	<del>Five (5)</del> <del>Four (4)</del> hours per pay-period*	<del>104-130</del> hours	<del>208-260</del> hours
10 and over	Six (6) hours per pay-period*	156 hours	312 hours

*\*Per Tentative Agreement Reached on August 9, 2017*

- D. Employees may use PTO time in hourly increments.
- E. ~~The number of PTO days carried over from one year to the next may not exceed the entitlement for the current year. Employees are allowed to have a maximum of two (2) times their annual accrual.~~ If an employee is at their maximum PTO balance, they will not accumulate any more PTO until the time their PTO balances drops below the maximum balance. An employee will not receive retroactive accruals for time worked while they were at the maximum balance.

#### TRANSITION FOR CURRENT EMPLOYEES

Employees, who were hired in 2022, will receive twenty (20) hours of Paid Time Off upon ratification of the Agreement.

#### *Wage Upgrade and Removal*

The parties agree to modify Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 13., Classifications and Basic Wage, as follows:

Occd	Classification Title	Rate Step	Hourly Rate	Hourly Rate - 5/31/2022
<b>9911</b>	Part Time Data Analyst	4	\$25.18	<del>\$30.73</del>
	Formerly Part Time Technical (Streetlight Department)	3	\$24.54	<del>\$29.77</del>
		2	\$23.90	<del>\$28.81</del>
		1	\$23.23	<del>\$27.85</del>
<b>9915</b>	<del>Part Time Sr. Designer</del>	<del>11</del>	<del>\$50.96</del>	
		<del>10</del>	<del>\$50.29</del>	
		<del>9</del>	<del>\$49.64</del>	
		<del>8</del>	<del>\$49.02</del>	
		<del>7</del>	<del>\$48.35</del>	
		<del>6</del>	<del>\$47.69</del>	
		<del>5</del>	<del>\$47.04</del>	
		<del>4</del>	<del>\$46.39</del>	
		<del>3</del>	<del>\$45.74</del>	

Occd	Classification Title	Rate Step	Hourly Rate	Hourly Rate - 5/31/2022
		2	\$45.09	
		1	\$44.43	

*Benefits (Health, Dental and Company Match) Upgrades*

The parties agree to modify Exhibit “D”, Part Time Employees Represented by the International Brotherhood of Electrical Workers Local 1483, Section 16., Benefits, as follows:

SECTION 16. BENEFITS ~~AND WAGES EFFECTIVE JANUARY 1, 2015.~~

~~Wages—Effective January 1, 2015:~~

~~All classifications, other than Part Time—Associate II, will start at Wage Rate Step “1” as defined in Exhibit “D” Section 11.~~

~~The Part Time—Associate II classification will start at the Wage Rate Step based on current seniority as of January 1, 2015.~~

Benefits – Effective ~~June 1, 2015~~ January 1, 2023:

- A. ~~\$1,500~~ 2,000 High Deductible Health Plan (HDHP/PPO ~~1500~~ 2000), at the same coverage levels as a full-time employee (i.e. employee only, employee + spouse, employee + child(ren), and employee + spouse + child(ren)), will be offered ~~on an employee only basis (no dependents)~~ to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employees will pay ~~50~~ 20% of the cost of the ~~benefits~~ medical benefits. Vision Plan will be included with the HDHP/PPO ~~1500~~ 2000.
- B. Health Savings Account (HSA) will be made available with a Company match of up to a maximum of ~~\$1,500~~ 2,000 per year to be used for the employee’s Deferred Compensation Plan or for HSA employee contributions.
- C. Paid Time Off—To be made available in lieu of sick leave, vacation and other leave requirements as defined in Exhibit D Section 10.
- D. Paid Holidays—None
- E. 401k/457 Deferred Compensation Plans to be made available with an annual Company match of up to a maximum of ~~\$1,500~~ 2,000. The match will be dollar for dollar on the first \$150 of contributions per pay period, plus 50% on the difference between 6% of base pay.
- F. Dental Plan at the same coverage levels as a full-time employee (i.e. employee only, employee + spouse, employee + child(ren), and employee + spouse + child(ren)), will be available ~~to employee only (no dependents)~~ to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employees will pay ~~50~~ 30% of the cost.
- G. Accident and Critical Illness available to an employee who is classified as a part time employee and is scheduled to and works an average of twenty (20) hours per week per month. Employee to pay the full cost.
- H. No Life Insurance Benefits.
- I. No LTD Benefits

# EXHIBIT C

## 2022 NEGOTIATIONS

**OMAHA PUBLIC POWER DISTRICT  
("THE COMPANY")**

**AND**

**IAMAW LOCAL UNION No. 31  
("THE UNION")**

***Tentative Agreement Reached on July 8, 2022***

KEY:

BLUE = Language agreed to by the parties that will be added to the Labor Agreement

~~RED~~ = Language in the labor agreement the parties have agreed to remove.

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# GENERAL WAGE INCREASE, SIGNING BONUS AND HEALTH AND LIFE INSURANCE CHANGES

## General Wage Increase & Term of the Contract

The parties agree to a three (3) year contract effective June 1, 2022, to May 31, 2025, with a 3% wage increase each year. The parties agree to a 3% general wage increase effective June 1, 2022, a 3% general wage increase effective June 1, 2023, and a 3% general wage increase effective June 1, 2024.

## Signing Bonus

OPPD agrees to pay one thousand five hundred dollars (\$1,500) to each bargaining unit member for ratification of the Collective Bargaining Agreement.

## Health and Life Insurance Changes

The parties agree effective January 1, 2023, to the following:

### 1. Dependent Child:

Align the definition of an eligible Dependent Child for Health, Dental, Vision and Life Insurances as follows:

A Dependent Child until the Child reaches his or her 26th birthday. The term “Child” includes the following Dependents:

- A natural biological Child;
- A stepchild;
- A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state, or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
- A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court;
- A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO)

### 2. Health Insurance:

PPO 750 & HDHP 2000

	In-Network Provider	Out-of-Network Provider
<b>Therapy and Manipulations</b> <ul style="list-style-type: none"> <li>• Physical, occupational or aquatic therapy services, chiropractic or osteopathic physiotherapy (combined limit to <del>60</del>-90 sessions per Calendar Year)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance



	<b>In-Network Provider</b>	<b>Out-of-Network Provider</b>
<ul style="list-style-type: none"> <li>Speech Therapy Services (limited to 30 sessions per Calendar Year)</li> <li>Manipulations (no limit)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance
<b>Hearing Aids: <del>Exams and tests only covered for age 19 and over</del></b> <ul style="list-style-type: none"> <li><u>Hearing Aids for children to Age 19: \$3,000 maximum benefit every 48 months</u></li> <li>Hearing Aids for <u>adults (over Age 19) \$3,000 lifetime maximum</u></li> </ul>	<del>Deductible and Coinsurance</del>	<del>Deductible and Coinsurance</del>
	Deductible and Coinsurance	Deductible and Coinsurance
	Deductible and Coinsurance	Deductible and Coinsurance

## Prescription Drugs

### PPO 750

<b>Prescription Drugs</b>	<b>In-network Provider</b>	<b>Out-of-network Provider</b>
<b>Retail – per 30-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	\$5 Copay	30% of Billed Charge
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	\$30 Copay	30% of Billed Charge
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	\$40 Copay	30% of Billed Charge
<b>OptumRx Home Delivery (Mail order) – per 100-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	\$10 Copay	No benefits
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	\$60 Copay	No benefits
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	\$80 Copay	No benefits
Specialty drugs (specialty drugs must be purchased through Optum Specialty Drugs)	\$50 Copay	No benefits

### HDHP 2000

<b>Prescription Drugs</b>	<b>In-network Provider</b>	<b>Out-of-network Provider</b>
<b>Retail – per 30-day supply</b>		
<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance
<del>Tier 3 Nonpreferred Brand Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	Subject to Deductible then Plan Pays 100%	In-Network Deductible, then 50% Coinsurance
<b>OptumRx Home Delivery (Mail order) – per 100-day supply</b>		

<del>Tier 1 Generic Drug</del> Tier 1 (Generic and Some Brand-Name)	Subject to Deductible then 100%	No benefits
<del>Tier 2 Preferred Brand Name Drugs</del> Tier 2 (Generic and Preferred Brand Name)	Subject to Deductible then 100%	No benefits
<del>Tier 3 Nonpreferred Brand-Name Drug</del> Tier 3 (Non-preferred Brand Name and Non-preferred Generic)	Subject to Deductible then 100%	No benefits
Specialty drugs (specialty drugs must be purchased through Optum Specialty Drugs)	Subject to Deductible then Plan Pays 100%	No benefits

### 3. Dental Insurance:

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Member, reduced out of pocket costs.

<b>Deductible Amount:</b>	
<b>When a Participating Provider is used:</b>	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$25
<b>When a Non-Participating Provider is used:</b>	
Type 1 Procedures	\$0
Combined Type 2 and Type 3 Procedures - Each Benefit Period	\$50
<b>Maximum Deductible per Benefit Period</b>	<b>\$50</b>

Any deductible satisfied during the Benefit Period will be applied to both the Participating Provider Deductible and the Non-Participating Provider Deductible. Once the Maximum Deductible per Benefit Period has been met, no further deductible will be required.

<b>Benefit Percentage:</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
Type 1 Procedures	<del>80%</del> 100%	70%
Type 2 Procedures	80%	70%
Type 3 Procedures	60%	50%
<b>When a Participating Provider is used:</b> <b>Maximum Amount - Each Benefit Period</b>	<del>\$1,500</del> 2,500	
<b>When a Non-Participating Provider is used:</b> <b>Maximum Amount - Each Benefit Period</b>		\$1,000
<b>ORTHODONTIC EXPENSE BENEFITS</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
<b>Deductible Amount - Once per lifetime</b> <del>(Available only to dependent children under age 19)</del>	\$0	\$0
<b>Benefit Percentage</b>	60%	50%
<b>Maximum Benefit During Lifetime</b>	<del>\$1,500</del> 2,500	\$1,000

#### 4. Life Insurance:

	Coverage Amount
Basic Life Insurance	Employee Only: <del>1.5</del> <u>2.0</u> times Your annual Earnings, subject to a maximum of \$1,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000. (Retiree Life Insurance remains unchanged at 1.5 times Your annual Earnings, subject to a maximum of \$1,000,000)
Dependent Life Insurance	
Spouse	<del>\$10,000</del> <u>15,000</u>
Child	<del>\$10,000</del> <u>15,000</u>

### DISCIPLINES

The parties agree to the following:

Creation of Article XI. Disciplinary Action

Delete Article VI Leave of Absence, Section 12. Job Abandonment, and move under Article XI Disciplinary Action.

~~Any unauthorized absence of an employee from work shall be deemed an absence without pay and may be grounds for disciplinary action. In the absence of such disciplinary action, any employee who absents themselves for three (3) consecutive working days or more without authorized leave from their supervisor shall be deemed to have abandoned their job and resigned their employment. Such absences may be covered, however, by a subsequent grant of leave with or without pay where extenuating circumstances exist~~

The parties agree to modify Article I, Term of Agreement, Amendments, Definitions, Section 4. Definitions, as follows:

Modify definition of Probationary Employee and move the deleted portion under Article XI Disciplinary Action:

A. Probationary Employee shall mean any employee who has been employed by the Company in any classification set forth in Exhibit "A" for six (6) months or less. ~~Probationary employees will be subject to discharge for any or no reason. The discharge of a probationary employee will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee's probationary period may be extended up to an~~

~~additional six (6) months upon the employee's approval. Any extension of the employee's probation period must be the result of previously identified performance issues that have been communicated to the employee or due to an employee's extended absence during the initial six (6) month probation period.~~

The parties agree to add Article XI. Disciplinary Action, as follows:

#### Article XI -- Disciplinary Action

The Company reserves the right to administer appropriate Disciplinary Action, in its sole discretion, for unacceptable performance, conduct or issues of concern and, in its sole discretion, to decide whether and what Disciplinary Action will be taken in a given situation. The action shall depend upon the nature and severity of the performance, conduct or issue of concern.

Probationary employees may be subject to discharge for any reason. Regular employees shall only be disciplined for just cause. The discharge of a probationary employee will not be subject to Article III of this Agreement. All other provisions of the Agreement will be subject to Article III of this Agreement for the probationary employee. An employee's probationary period may be extended up to an additional six (6) months upon the employee's approval. Any extension of the employee's probation period must be the result of previously identified performance issues that have been communicated to the employee or due to an employee's extended absence during the initial six (6) month probation period.

Disciplinary Action(s) may include, but not limited to, verbal warning, written warning, performance improvement plan, disciplinary suspension with or without pay, involuntary termination, demotion, transfer, and/or pay reduction etc.

For verbal warnings the department manager/supervisor will place a written form, in the manager's/supervisor's working file. The employee will receive written documentation of the verbal warning. This written record will be used in the event additional Disciplinary Action is required. No verbal warning documentation shall be placed in the employee's corporate personnel file. Notes regarding verbal warnings are to be purged from the Department Manager/Supervisor's working file after two (2) years, provided the employee has no other Disciplinary Actions.

All other Disciplinary Actions, other than verbal warnings, will be placed in the employee's corporate personnel file administered by the Human Capital Business Unit.

Written Warnings and Performance Improvement Plans are to be retained for two (2) from the date the Disciplinary Action was issued to the employee, then purged, provided no other Disciplinary Actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the Disciplinary Action will be purged after a period of two (2)-years from the date of the issuance of the latest Disciplinary Action.

Disciplinary Suspensions are to be retained for a period of four (4) years from the date the Disciplinary Suspension was issued to the employee, and then purged, provided no other Disciplinary Actions have been issued to the employee in the intervening time period. If subsequent actions are administered, the Disciplinary Suspension record will be purged after a period of four (4) years from the date of the issuance of the latest Disciplinary Action.

Last Chance Agreements are a permanent part of the employee's corporate personnel file.

Job Abandonment. Any employee who absents themselves for three (3) consecutive days or more without authorized leave from their supervisor shall be deemed to have abandoned their job and resigned their employment. Such absences may be covered, however, by a subsequent grant of leave with or without pay where extenuating circumstances exist. Any misunderstanding or misinterpretation of scheduling shall be included in the definition of extenuating circumstances.

Disciplinary Actions other than those designated as "permanent" will be purged from the active employee's corporate personnel file as described above.

## **EMERGENCY DEFINITION AND STAFFING AND WORK LOCATIONS DURING AN EMERGENCY**

The parties agree to modify Article I, Term of Agreement, Amendments, Definitions, Section C Definitions, as follows:

~~C. — **Emergencies** shall be any unforeseen situations wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to the property of the public or of the Company, or interruptions of service to the public.~~

C. **Emergencies** shall be defined as any situation wherein it is necessary for the Company and its employees to take immediate action in order to save life or to prevent or relieve serious injury, serious damage to property of the public or of the Company, or interruptions of service to the public. Emergency shall include the following:

- Emergency as declared by the Federal, State or Local Government
- Pandemic as declared by the Federal, State or Local Government
- Civil emergency event including but not limited to rioting, curfews, etc.
- Technological emergency including but not limited to internet outage at an OPPD facility, cyber-attack, ransomware, etc.
- Natural or manmade disaster that has caused or potential to cause damage of such severity affecting lives, OPPD property, public health and safety, or to lessen or avert the threat of such disaster

Major piece of equipment failure, forced outages, or refueling of a unit shall not fall within the definition of an emergency.

The parties agree to modify Exhibit “B” Divisional Rules, Section 1 General Rules, Paragraph K. Operation During a Declared Pandemic as follows:

Delete:

~~Exhibit “B”; Section 1. General Rules; Paragraph K. Operations During a Declared Pandemic~~

Add:

**K. Staffing and Work Locations During an Emergency.** In case of emergency as defined in Article I, Section 4. Paragraph (C), OPPD may begin operating under the following guidelines in terms of its employees:

1. **Locations.** Employees may be assigned to work at an alternate location with minimal notice. The location may be either an OPPD facility or non-OPPD facility to include the individual’s home residence. The alternate location may be other than an identified headquarters. Travel allowance will continue unless the employee is assigned a new headquarter during the declared emergency. If assigned a new headquarters, travel allowances will be paid for the first ten (10) calendar days following the establishment of such headquarters.

While during the emergency, if an employee is assigned to remain home and is called to work, the employee will not receive mileage or travel pay for reporting to their primary headquarters at any time during the emergency.

2. **Schedules.** The Company will determine the coverage that is required based on business needs and particulars of the emergency. Employees shall be given five (5) days’ notice if a schedule change is deemed necessary. Any portion of the day shall be considered one (1) calendar day when establishing a five (5) day notification period. If an employee is given less than five (5) days’ notice, they will be considered on their new base hours after five (5) days. Prior to meeting the minimum five (5) days’ notice all hours outside of normal base hours will be paid at the applicable overtime rate.

If the Company deems Temporary Change in Working Hours is not suitable for the declared emergency, employees shall be scheduled for a total of forty (40) base hours a week for any eight (8) hour period commencing within the twenty-four (24) hour day, Monday through Friday. The established schedule shall be consistent through the workweek. An employee will not be assigned to a Temporary Work Period or alternate eight (8) hour shift in accordance with Article IV, Section 1. Working Periods, Paragraph B. for longer than four (4) calendar weeks, unless the employee volunteers to extend the period and management agrees to such extension. The period of time in which a worker shall be assigned to an alternate shift including Temporary Work Periods will not exceed twenty (20) weeks in a calendar year, unless all employees have met the twenty (20) week limit and such change of hours is deemed necessary.

**3. Pay Practices.**

a. Overtime will be paid per Article IV, Section 4. Overtime. All hours outside of the employee’s new base hours will be compensated at the applicable overtime rate.

b. Meal will be paid in accordance with Exhibit “B”, Section 1. Paragraph E. Meals during Overtime Work.

c. Shift Premiums will be paid in accordance with Exhibit B. Section 1 General Rules D. Temporary Change in Working Hours.

**4. Sheltering in Place.** Employees may be required to “shelter in place.” The Company will determine which departments, locations, and personnel will be required to “shelter in place” based on business needs and particulars of the declared emergency. The Company will ask for volunteers to Shelter in Place. If more employees volunteer than are needed, position will be filled by the most senior qualified employees. Employees will be considered qualified within their classification with the exception where specific qualifications have been previously utilized in non-emergency conditions. If an insufficient number of employees volunteer, the Company will designate individuals to fill the vacant positions by low seniority with appropriate qualifications.

Employees will be assigned to work one (1) of two (2) 12-hour shifts per day. Employees will not shelter in place longer than ten (10) continuous days. If an employee is required to “shelter in place” they will be compensated at two hundred percent (200%) for all hours worked (12-hour work shift) and one hundred and fifty percent (150%) for all non-worked hours (12-hour break). If an employee who is sheltering in place is called to work during their non-work hours, the employee will be paid 100% OT for all time worked. Employees will be compensated for a minimum of one (1) hour regardless if they work less than one (1) hour. For Example:

*Employee is called to work at 4 AM during their non-work hours and works for thirty (30) minutes:*

<u>4:00 AM – 5:00 AM</u>	<u>1 hour</u>	<u>150% OT</u>
	<u>1 hour</u>	<u>100% OT</u>

*Employee is called to work at 4 AM during their non-work hours and works one (1) hour and thirty (30) minutes:*

<u>4:00 AM – 5:30 AM</u>	<u>1.5 hours</u>	<u>150% OT</u>
	<u>1.5 hours</u>	<u>100% OT</u>

**5. Reverting to Normal Operations:**

**a. Sheltering in Place:** Employees will revert to their regular schedule and work locations with a minimum of forty-eight (48) hours off work. In the event that the employee does not receive a forty-eight (48) hour break, all hours worked during the

forty-eight (48) hour rotation back to their regular shift will be considered hours worked outside the employee's base hours and paid at double time (200%).

b. **Emergency with no Sheltering in Place:** Employees will revert to their regular schedule and work locations with a minimum of ten (10) hours off work. In the event that the employee does not receive a ten (10) hour break, all hours worked during the ten (10) hour rotation back to their regular shift will be considered hours worked outside the employee's base hours and paid at double time (200%).

During a declared emergency, the Company including at minimum one (1) member of Labor Relations and the Union agree to meet on a frequent basis but not less than once a week, unless the parties mutually agree to forego such meeting. The purpose of these meetings shall be to discuss any issues that may arise and how to remedy these issues, and the current state of the emergency.

The language in this section shall be used only during a qualifying emergency as defined in Article I, Section 4, Paragraph (C).

## **ARTICLE I – TERM OF AGREEMENT, AMENDMENTS, DEFINITIONS**

### **Savings Clause**

The parties agree to modify Article I, Term of Agreement, Amendments, Definitions, Section 1., Term of Agreement Amendments, as follows:

Nothing in this Agreement, however, is intended to be in conflict with any state or federal law, or Presidential regulation or directive, and should it develop that any of the provisions hereof are or become in conflict therewith, such provisions shall be revised to comply with such law, regulation or directive. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section, or portion thereof if requested by either party in writing within sixty (60) days after the date the Article, Section, or portion thereof was invalidated.

## **ARTILCE II – RECOGNITION AND COOPERATION**

### **No Intimidation or Coercion**

The parties agree to modify Article II, Recognition and Cooperation, Section 6., No Intimidation or Coercion by the Union, as follows:

For the same reasons as set forth in Section ~~(4)~~5 above, neither the Union nor its members, nor its agents, shall exercise intimidation or coercion to cause employees to become members of the Union, nor shall it, or its members, or its agents, solicit membership in the Union on Company time or Company property or during the working hours of any employees involved. Conversation



relative to Union matters which will not interfere with the work of the employees will not be considered a violation of this Section.

### **Compliance Update**

The parties agree to modify Article II, Recognition and Cooperation, Section 11., Compliance Requirement, as follows

It shall be the policy of the Company and the Union that during the term of this Agreement, the provisions herein shall apply to all employees without regard to age, color, disability, gender, gender expression, gender identity, genetic information, marital status, national origin, race, religion, pregnancy, sex, sexual orientation, veteran status, or any other characteristic protected by federal, state or local laws~~race, color, religion, creed, sex, marital status, age, national origin, veteran status, or disability~~. The Company may take all actions necessary to reasonably accommodate qualified individuals with a disability as long as the actions taken do not violate any provision of the Agreement. The provisions of Article III, Section 1, will apply in regards to any complaints of actions taken by Management. ~~Words of the masculine gender used in this Agreement shall be held to include the female gender, and vice versa.~~

Unless the context clearly indicates otherwise, wherever the masculine [or feminine] is used in this Agreement, the same is intended, and shall be understood and interpreted to include the feminine/all individuals, of any gender, or those who do not identify with any gender and wherever the feminine is used, the same shall include the masculine. Similarly, the words he, her, his, she, their, and they as used in the Agreement applies universally regardless of gender.

## **ARTICLE III METHOD OF NEGOTIATIONS**

### **Grievance Process/Handling Complaints**

The parties agree to modify Article III, Method of Negotiations, Section 1., Handling Complaints, as follows:

The Company and the Union will meet and deal with each other on complaints or grievances arising from the application of the provisions of this Agreement, through duly accredited representatives of the Company and of the Union. The representatives of the Company shall include at least one official, and the representatives of the Union shall include at least one employee member.

The procedure in handling of complaints or grievances regarding hours, wages, working conditions or any matter relating to the application of the provisions of this Agreement (hereinafter referred to as "complaints") shall be as follows:

A. **Step 1.** If an employee shall have a complaint, the employee should submit such complaint in writing, through the Steward, to the head of the department or division within fifteen

(15) calendar days of the occurrence that gave rise to it, and a meeting shall be held within fifteen (15) calendar days after receipt of such complaint to settle the matter. Attendees for the Company shall include the Department Manager in which the employee works, or the qualified assistant of such person. The reply to such complaint or grievance shall be submitted in writing by the Company to the Business Representative within seven (7) calendar days after the initial meeting held to discuss the complaint or grievance and attended by both the Company and the Union. If a settlement is not reached, and -

B. **Step 2.** If the Union desires to discuss such complaint with the Company, upon written notice by the Union to the Company, describing the incident in detail, such complaint shall be submitted to a conference between the representatives of the Union and the Director/Plant Manager in which the employee works, or the qualified assistant of such head. In the event such conference does not result in a settlement within seven (7) calendar days of such filing of the notice provided herein (unless an extension of time is mutually agreed upon), then -

C. **Step 3.** The complaint may again be submitted by the Union to the Company, in which case it shall be dealt with by a conference between the Servicing Business representatives of the Union, including at least one employee member, and the representative of the Company, including the President or a (Sr.) Vice President/Senior Director. In the event this conference does not result in a settlement within seven (7) calendar days after such complaint has been so submitted (unless an extension of time is mutually agreed upon), then -

D. **Step 4.** Such complaint, upon written notice by the Union to the Company, setting forth in detail the nature of the complaint and the steps theretofore taken for its settlement, shall be submitted to arbitration in accordance with Article III, Section 2 of this Agreement.

E. A complaint or grievance must be submitted to arbitration, as provided, within sixty (60) calendar days from the date the Company gives its written response in sub-section "C" above. Otherwise, it shall be deemed not to exist.

F. Upon mutual agreement between the Company and the Union, the parties may agree to bypass the "first step", "second step", and/or "third step" meeting described above.

## **ARTICLE IV WORKING RULES AND PERIODS**

### **Base Hours, Lunches and Breaks**

The parties agree to modify Article IV, Working Rules and Periods, Section 1., Working Periods, as follows:

A. Eight (8) hours constitute a regular work-day and forty (40) hours or five (5) days, beginning Monday morning and ending Friday evening, shall constitute a regular work-week, except as otherwise provided in paragraph (C) of this Section.

B. Regular daytime working hours shall be any period from 7:00 A.M. to ~~5:00\_4:30~~ P.M., with ~~one hour or one-half (½) hour~~ out for lunch each day, subject, however, to the provisions of Divisional Rules, Exhibit "B".

C. When the nature of the services of the Company to the public necessitates the furnishing of more than five (5) days' regular service per week, the Company may establish an additional regular work-week, with the same hours, starting and quitting times, as above set forth, but beginning Tuesday morning and ending Saturday evening.

D. In the event that an employee shall work alternately the work-weeks established in paragraphs (A) and (C) of this Section, the employee's regular days off, in a period of two (2) weeks, shall be Sunday and Saturday of the first week and Sunday and Monday of the second week, making two (2) days off each week.

E. If a recognized holiday, as defined in Section 3 of this Article, shall fall within the five (5) day periods set forth in (A) or (C) above, the regular forty (40) hour week or five (5) days shall be reduced by eight (8) hours or one (1) day for each such recognized holiday.

F. The meal period shall be considered to be any uninterrupted time that commences between three (3) to five (5) hours of the beginning of the regular work period.

G. A paid break period should be no longer than fifteen (15) minutes duration which commences between one (1) to three (3) hours of the beginning of the regular work period.

## ARTICLE VI LEAVE OF ABSENCE

### Union Leave

The parties agree to modify Article VI, Leave of Absence, Section 2., Leave for Union Duties, as follows:

It is the responsibility of any employee who may be called upon to transact business for the Union, which temporarily requires the employee's absence from duty, to request such absence from his or her supervisor in writing forty-eight (48) hours' prior to the requested leave, when possible to do so. Sufficient time to transact such business shall be granted by the supervisor based upon operational necessity.

### Funeral Leave

The parties agree to modify Article VI, Leave of Absence, Section 5., Leave to Attend the Funeral of a Relative, as follows:

An employee shall be granted a leave, with pay, to attend the funeral of an immediate relative (husband, wife, child, father, mother, grandparent, grandchild, brother, sister, stepmother, stepfather, half-sister, half-brother, or pre-designated legal guardian of the employee, or of the employee's wife or husband). Such leave is available from the day of the death for a period of thirty (30) calendar days, with a maximum leave of five (5) work days. In the event of a spouse or child's passing, the employee shall be allowed to use up to an additional five (5) days of bereavement leave.

An employee shall be granted a three (3) day leave, with pay, to attend the funeral of a stepbrother or stepsister, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee, or the employee's wife or husband.

If additional days off are needed from the day of the death through the day of the funeral, the employee will be allowed to use vacation, if available. If the funeral is held a distance of 200 air miles or more from the employee's Regular Headquarters, one (1) additional work day will be allowed, provided the employee starts to return the day following the funeral.

In the event that the death of a relative, as above defined, occurs while the employee is on a regularly scheduled vacation, the employee will be allowed to reschedule the appropriate number of days that would normally have been worked.

## ARTICLE VII VACATIONS AND SICK LEAVE

### Vacation Leave

The parties agree to delete Article VII, Vacation and Sick Leave, Section 1., Vacation, and replace with the following:

A. Effective as of January 1, 2023, eligible employees accrue Vacation Leave depending on the length of time they have been employed with OPPD on a per period basis.

New employees will be given forty (40) hours of Vacation Leave on their hire date.

Employees will accrue Vacation Leave based on their Continuous Service in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual - Hours Per Pay Period</u>	<u>Maximum Annual Vacation Hours</u>	<u>Maximum Vacation Balance Hours</u>
<u>Less than 1</u>	<u>2</u>	<u>52</u>	<u>92</u>
<u>1 up to 5</u>	<u>4</u>	<u>104</u>	<u>208</u>
<u>5</u>	<u>6</u>	<u>156</u>	<u>312</u>
<u>10</u>	<u>7</u>	<u>182</u>	<u>364</u>
<u>15</u>	<u>7.5</u>	<u>195</u>	<u>390</u>
<u>20</u>	<u>8</u>	<u>208</u>	<u>416</u>
<u>25</u>	<u>8.5</u>	<u>221</u>	<u>442</u>
<u>30</u>	<u>9</u>	<u>234</u>	<u>468</u>

1. Employees are allowed to have a maximum of two (2) times their annual accrual. After an employee has met their maximum Vacation Leave balance, they cannot accrue additional Vacation Leave hours until their Vacation Leave balance drops below the maximum balance.

2. An employee will not receive retroactive accruals for time worked while they were at the maximum balance.

3. Vacation will not be earned while an employee is on Ordinary Leave of over thirty (30) days duration as defined in Article VI, Section 1 of the Agreement.

B. Insofar as the needs of the Company will permit, the scheduling of vacations shall be in accordance with employee seniority, as defined in Article V. To retain seniority in scheduling, vacations should be scheduled with the department head as early as possible and no later than April 1.

C. For the maintenance of efficient and satisfactory service to the Company's customers, an employee may be required by the division head to work during part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so required to work shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate for vacation hours so worked.

D. At the request of an employee, and with the permission of the division head, an employee may work a part or all of the employee's vacation. In such case, in addition to their vacation pay, the employee so permitted to work shall be paid at the employee's regular hourly wage rate for vacation hours so worked.

E. Upon separation from OPPD, the balance of Vacation Leave hours available to the employee will be paid with the final paycheck.

TRANSITION FOR CURRENT EMPLOYEES:

Employees, who were hired in 2022, who would not normally receive a Vacation Balance on January 1, 2023, will receive forty (40) hours of vacation in their vacation balance.

All other employees will receive a one (1) time payout of their unused carryover vacation leave (2021 Vacation). The remaining unused vacation balance (2022 Vacation) will be added to their vacation leave balance.

**Sick Leave – Increase FMLA Family Sick Leave, Reduce Sick Leave Reconstitution Period, and Removal of Special Time Off**

The parties agree to modify Article VII, Vacation and Sick Leave, Section 2., Paid Sick Leave, as follows:

A. An employee who shall lose time due to sickness shall receive paid sick leave, as herein after provided, for such lost time based on continuous service with the Company, as defined in Section 1, paragraph (B) of this article.

B. “Sickness” as used herein shall mean any period of sickness or injury/disability of an employee, other than injury/disability due to accident while performing company duties, which shall include any necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or for reasons related to an employee’s pregnancy, which prevents the employee from performing such duties. A sickness shall be deemed to begin at the time the employee is unable to perform the duties and end upon return to such duties.

~~—Employees shall be allowed to use up to a maximum of five (5) days per calendar year of their own sick leave to care for an injury or illness of an immediate family member. “Immediate” family member shall be defined as those family members covered by the Federal Family Medical Leave Act (“FMLA”). A supervisor may require verification of illness or injury for an immediate family member.~~

Employees shall be allowed to use their own sick leave to care for an injury or illness of an immediate family member. “Immediate” family member shall be defined as those family members covered by the Federal Family Medical Leave Act. A supervisor may require verification of illness or injury for an immediate family member. The number of days an employee may use is, as follows:

1. An employee may use up to a maximum of five (5) days in a calendar year for any illness or injury to an immediate family member that is classified as non-FMLA.

2. An employee may use up to a maximum of ten (10) days in a calendar year for any illness or injury to an immediate family member that is classified and approved under

the FMLA. Any days an employee uses for any illness or injury to an immediate family member that is classified as non-FMLA shall be deducted from this ten (10) day maximum. For example, if an employee uses two (2) days of sick leave for an immediate family member under a non-FMLA event, then the employee would only be able to use eight (8) days of sick leave if an immediate family member has a qualifying FMLA event the rest of the calendar year.

Maternity leave shall be defined as the time from when an employee gives birth to a child through the caring for and bonding with that child, up to the employee's return to work. Such maternity leave shall not exceed twelve (12) weeks and an employee must use their available paid sick leave balance to cover this time. Once an employee exhausts their paid sick leave balance during maternity leave, an employee shall be approved to use no pay sick leave and/or vacation to cover the said twelve-week period.

"Successive Sickness" shall mean a period of sickness that follows any previous period by less than ~~twenty-two (22)~~ eighteen (18) weeks.

C. The paid sick leave allowed during sickness shall be on a full-time basis (a paid sick leave based on the total number of hours lost) or on a half-time basis (a paid sick leave based on one-half (½) the total number of hours lost) and for the periods set forth in paragraph (E) of this Section. All paid sick leave shall be computed at the employee's hourly wage rate.

D. The number of hours an employee loses during a sickness or successive sickness shall be the number of hours the employee would have worked including eight (8) hours for each recognized holiday during the period covered by such sickness, on the basis of the employee's regular hours of work as set forth in Section 1 or Section 2 of Article IV.

E. An employee's paid illness absence for shall begin with the first regular workhour lost and shall cease when he/she returns to work.

~~Beginning January 1, 2018, employees will no longer earn occurrences. On this date, employees will be credited with Special Time Off (STO) for any remaining occurrences they hold with four (4) hours of STO credited for each occurrence, but not to exceed forty-eight (48) hours. Occurrences earned on January 1, 2018 will be credited up to twelve (12) maximum.~~

~~Those employees in Local 31 who do not use sick leave during the 2017 calendar year and who have a remaining balance of twelve (12) occurrences on December 31, 2017, and who will earn three (3) occurrences on January 1, 2018 will be paid out a maximum of twelve (12) hours of pay for those three (3) occurrences earned in addition to the forty-eight (48) hours of STO. This is a one-time payout on January 1, 2018.~~

~~This STO must be used within the calendar year of 2018; any remaining STO shall be forfeited on January 1, 2019. Such STO shall be scheduled and used similar to vacation time and must be approved by a supervisor before usage. No employee, under any circumstance including~~

~~but not limited to an employee's termination, resignation, or retirement from the Company, shall be allowed to receive monetary payment for any remaining occurrences or STO pay (i.e. no cashing out payment for STO).~~

Any illness absence shall be cumulative for the purposes of determining the time for which any employee shall receive and/or be reconstituted their paid illness absence; provided, that such paid illness absence for any sickness and successive sickness as defined in Section 2 (B) hereof, shall be made on the basis of full-time or half-time, depending on the employee's record of continuous service with the Company, as follows.

YEARS OF CONTINUOUS SERVICE	PERIOD AT FULL TIME	PERIOD AT HALF TIME
<b>MORE THAN 6 MONTHS</b>	1 week	0 weeks
<b>1 YEAR TO 2 YEARS</b>	2 weeks	2 weeks
<b>2 YEARS TO 5 YEARS</b>	6 weeks	7 weeks
<b>5 YEARS TO 10 YEARS</b>	14 weeks	12 weeks
<b>10 YEARS TO 15 YEARS</b>	18 weeks	21 weeks
<b>15 YEARS TO 20 YEARS</b>	24 weeks	28 weeks
<b>20 YEARS TO 25 YEARS</b>	39 weeks	13 weeks
<b>OVER 25 YEARS</b>	52 weeks	

In no such case shall paid sick leave for any one (1) sickness and successive sicknesses be made for a period to exceed fifty-two (52) weeks.

F. After an employee has been paid sick leave for a sickness or successive sicknesses, for the full time provided in paragraph (E) of this Section, the employee shall receive no further paid sick leave until the employee has continuously performed his/her Company duties for a period of not less than ~~twenty-two (22)~~ **eighteen (18)** weeks. When the employee has performed such duties for a ~~twenty-two (22)~~ **eighteen (18)** week period, if the employee shall again be sick, such sickness shall be considered a new period, and all the provisions of this Section shall again be applicable. It is understood that the sick leave provisions under this contract are intended to provide an employee with full salary when such employee is unable to work due to illness or injury. Additionally, such paid sick leave shall provide an employee a full salary when the employee is temporarily disabled due to illness or injury

### **Paid Parental Leave**

The parties agree to modify Article VII, Vacation and Sick Leave, Section 3., Paid Parental Leave, as follows:

~~A. The purpose of this policy is to provide up to a maximum of six (6) weeks (or 240 hours whichever is less) paid leave Parental Leave for employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.~~



~~B. OPPD reserves the right, with appropriate notice, to modify, change, or terminate the Parental Leave Policy, Policy No 6.10. For employees effected by a modification or termination of the Policy, OPPD will grandfather the impacted employees.~~

~~C. This Policy will work in conjunction with negotiated sick and maternity leave benefits.~~

A. Effective October 1, 2017, an employee who has been employed with the District for at least six (6) months at the time of the birth or the placement of a child/children with an employee in connection with adoption or long-term foster care shall be provided up to a maximum of six (6) weeks (or 240 hours whichever is less) paid leave (“Parental Leave”). The purpose of paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child/children.

After the birth or placement of a child/children, eligible employees may take up to a maximum of six (6) weeks of Parental Leave immediately after the birth or placement. The six (6) weeks of Parental Leave may be taken either consecutively or in two blocks, with a one (1) week minimum, approved by the manager. The six (6) weeks of Parental Leave must be taken within the first twelve (12) months following the birth or placement of a child/children. If both parents are active, full-time employees, both employees may be eligible for the Parental Leave.

B. In the event of a female employee who herself has given birth, the six (6) weeks of Parental Leave may, at the employee’s election, commence at the conclusion of any eligible sick leave used by the employee for their own medical recovery following childbirth. For employees eligible to take Maternity Leave, these employees can use any or all of their Parental Leave to cover a portion of this time period, however, an employee’s absence under either leave shall not exceed a duration of sixteen (16) continuous weeks within the first twelve (12) months following the birth or placement of a child/children. Additionally, an employee’s absence under either leave shall not exceed a duration of eighteen (18) weeks total within the first twelve (12) months following the birth or placement of a child/children.

C. Parental Leave is not intermittent leave. The fact that a multiple birth or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six (6) week total amount of Parental Leave granted for that event. Additionally, in no case will an employee receive more than six (6) weeks of Parental Leave within the first twelve (12) months following the birth or placement of a child/children, regardless of whether more than one birth or placement event occurs within that timeframe.

D. Any unused Parental Leave will be forfeited at the end of twelve (12) months following the birth or placement of a child/children. Upon the voluntary or involuntary termination, resignation, retirement or layoff of the individual’s employment at the District, he or she will not be paid for any unused Parental Leave for which he or she was eligible.

E. This paid leave is a separate benefit from any applicable sick time and/or vacation time leave available. Parental Leave will run concurrently with Family and Medical Leave Act (FMLA) leave and/or maternity leave, as applicable.

F. Employees must notify their supervision and the HC Service Center at 531.226.3111 or HCSC@oppd.com prior to their need for Parental Leave. Employees must comply with the call-in procedures for their workgroup, as established by management. Failure to comply may result in the delaying, shortening, or denying of leave by management until proper notice is provided, unless unusual circumstances prohibit an employee from following these notice requirements.

In addition to requesting Parental Leave through their supervision, and the HC Service Center, the employee requesting Parental Leave needs to complete forms in the FMLA packet if he or she is eligible for FMLA for the absence.

G. For employees requesting Parental Leave immediately following the birth of an employee's child/children or the placement of a child/children with an employee, such notice of request must be given within a reasonable time. For any employee requesting Parental Leave longer than one (1) week but such request is for a time period that is not immediately after the birth or placement of a child/children, such request must be properly submitted with a minimum of thirty (30) calendar days' notice of the time requested off.

H. It shall be the policy of OPPD to generally grant all requests for Parental Leave. However, should an emergency or business necessity (for example, critical staffing) deem that such a request for Parental Leave cannot be approved, management will work with the employee to allow them to use the Parental Leave at a different time/date. When determining business necessity, precedent will be given to other approved paid leave requests (for example, bid vacations) before any requests for Parental Leave that are not in conjunction with approved FMLA.

I. Each week of Parental Leave is compensated at 100% of the employee's regular, straight-time weekly pay.

J. Parental Leave taken under this policy will run concurrently with leave under FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child/children due to adoption or foster care, the leave will be counted toward the twelve (12) weeks of available FMLA leave per a 12-month period. All other requirements and provisions under FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, granted to the employee under FMLA exceed twelve (12) weeks during the 12-month FMLA period.

After the Parental Leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick or vacation time, as applicable under OPPD policy.

K. OPPD will maintain all benefits for employees during the Parental Leave period, including but not limited to the accrual of service time, just as if they were actively working.

L. If an OPPD recognized holiday occurs while the employee is on Parental Leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total Parental Leave entitlement.

M. An employee who takes Parental Leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on Parental Leave as if the employee was on FMLA qualifying leave.

N. For any employee that has had a birth of a child/children or a placement of a child/children with them from January 1, 2017, up to and through September 30, 2017, such employee shall be deemed eligible to use the paid Parental Leave within twelve (12) months of the birth or placement of a child/children. All other rules and regulations of Parental Leave, including the ability of management to deny said leave in certain circumstances, shall apply.

O. OPPD reserves the right, with appropriate notice, to modify, change, or terminate the Parental Leave located herein Section 3. For employees effected by a modification or termination of the Parental Leave, OPPD will grandfather the impacted employees.

## **EXHIBIT “A” EMPLOYEE CLASSIFICATIONS, WAGE RATES AND RULES**

### **Daylight Savings Language**

The parties agree to modify Exhibit “A”, Employee Classifications, Wages Rates and Rules, Section 1., General Rules, as follows:

D. Daylight Saving Time Transition Pay. If an employee actually works one (1) hour greater than their scheduled hours of work as a result of an adjustment in daylight savings time, they shall receive one (1) hour's pay at the applicable overtime rate. If an employee works one (1) hour less than their scheduled hours of work as a result of an adjustment in daylight savings time, they will be compensated for their regularly scheduled base hours. In overtime situations, employees will be paid for the number of hours actually worked.

### **Retirement Incentive**

The parties agree to modify Exhibit “A”, Employee Classifications, Wages Rates and Rules, Section 3., Incentives Linked to Company of Business Unit Performance, as follows:

A. Non-Monetary Incentives: Employees, on a group basis, at the sole discretion of the Company, may become eligible for non-monetary incentives, gifts or rewards based on such things as, but not limited to, project completion, group goal attainment, exemplary performance, etc. The

Company maintains the right, at its sole discretion, to establish, alter and/or discontinue these non-monetary incentives, gifts or rewards.

B. Performance Incentives: Employees, on a group basis, at the sole discretion of the Company, may become eligible for Performance Incentives based on the overall performance of the Business Unit or the entire Company. Such Performance Incentives may be paid in the form of a percentage increase in wage rates for a specific period determined by the Company or a lump sum payment that may be made in an amount and at the time (or times) determined by the Company. The Company maintains the right, at its sole discretion, to establish, alter and/or discontinue such incentives. Additionally, the Company maintains the right, at its sole discretion, to determine the performance measured upon which Performance Incentives may be based. All incentive plans will apply to the entire IAM membership bargaining unit employees working on the incentive project.

C. Retirement Incentives: Employees, upon normal or early retirement, as defined in Article IX, will receive seven hundred and fifty dollars (\$750.00) at the time of retirement. This amount may be used by the employee for a retirement party, if the employee so chooses.

**Consolidate Classification and Wage Rates and Removal of the Instructional/Senior Instructional Technologist(s)**

The parties agree to modify Exhibit “A”, Employee Classifications, Wages Rates and Rules, Section 4., Production Operations Division, and Section 5, Nuclear Division, as follows:

SECTION 4. ~~PRODUCTION OPERATIONS DIVISION~~Classifications and Wage Rates:-

The following ~~shall be the~~ classifications will be recognized as Local Lodge 31 and basic wage rates will apply as follows: s applicable to the Production Operations Division:-

<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective 6/1/2017</u>	<u>Hourly Rate Effective 6/1/2018</u>	<u>Hourly Rate Effective 6/1/2019</u>	<u>Hourly Rate Effective 6/1/2020</u>	<u>Hourly Rate Effective 6/1/2021</u>
Working Machinist Leader	1	\$48.52	\$49.98	\$51.48	\$53.02	\$54.61
First Class Machinist	1	\$45.07	\$46.42	\$47.81	\$49.24	\$50.72
Apprentice Machinist						
8th six months	8	\$41.69	\$42.94	\$44.22	\$45.55	\$46.92
7th six months	7	\$40.56	\$41.78	\$43.03	\$44.32	\$45.65
6th six months	6	\$39.44	\$40.62	\$41.83	\$43.09	\$44.38
5th six months	5	\$38.31	\$39.46	\$40.64	\$41.85	\$43.11
4th six months	4	\$37.18	\$38.30	\$39.44	\$40.62	\$41.84

3rd six months	3	\$36.06	\$37.14	\$38.25	\$39.39	\$40.58
2nd six months	2	\$34.93	\$35.98	\$37.05	\$38.16	\$39.31
1st six months	1	\$33.80	\$34.82	\$35.86	\$36.93	\$38.04
Tool Room Attendant	1	\$34.07	\$35.09	\$36.14	\$37.22	\$38.34
Machinist Helper	1	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11

**SECTION 5. NUCLEAR DIVISION.**

The following shall be the classifications and basic wages applicable to the Nuclear Division:

<u>Classification Title</u>	<u>Rate Step</u>	<u>Hourly Rate Effective 6/1/2017</u>	<u>Hourly Rate Effective 6/1/2018</u>	<u>Hourly Rate Effective 6/1/2019</u>	<u>Hourly Rate Effective 6/1/2020</u>	<u>Hourly Rate Effective 6/1/2021</u>
Working Machinist Leader	1	\$48.52	\$49.98	\$51.48	\$53.02	\$54.61
Senior Instructional Technologist		No Rate	No Rate	No Rate	No Rate	No Rate
Instructional Technologist		No Rate	No Rate	No Rate	No Rate	No Rate
First Class Machinist	1	\$45.07	\$46.42	\$47.81	\$49.24	\$50.72
Apprentice Machinist						
—8th six months	8	\$41.69	\$42.94	\$44.22	\$45.55	\$46.92
—7th six months	7	\$40.56	\$41.78	\$43.03	\$44.32	\$45.65
—6th six months	6	\$39.44	\$40.62	\$41.83	\$43.09	\$44.38
—5th six months	5	\$38.31	\$39.46	\$40.64	\$41.85	\$43.11
—4th six months	4	\$37.18	\$38.30	\$39.44	\$40.62	\$41.84
—3rd six months	3	\$36.06	\$37.14	\$38.25	\$39.39	\$40.58
—2nd six months	2	\$34.93	\$35.98	\$37.05	\$38.16	\$39.31
—1st six months	1	\$33.80	\$34.82	\$35.86	\$36.93	\$38.04
Tool Room Attendant	1	\$34.07	\$35.09	\$36.14	\$37.22	\$38.34
Machinist Helper	1	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11

**EXHIBIT “B” DIVISIONAL RULES**

**Apprenticeship Program – Removal reference to Fossil and Nuclear**

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph B, Apprenticeship Program, as follows:

**B. Apprenticeship Program.** An on-the-job Apprenticeship Program shall exist and be administered by an Apprenticeship Committee consisting of two (2) representatives of the Company ~~(one fossil and one nuclear)~~ and two (2) representatives of the Union ~~(one fossil and one nuclear)~~. One of (F) the Company representative will serve as Chairperson. This committee shall operate with the counsel and cooperation of the Training and Safety Department, Production Operations Division, ~~(Nuclear Division)~~ and the Management Development Department, Human Capital Division and all Machinist Apprentice Trainees.

1. The Apprenticeship Program shall include up to four (4) years of training including a study course on the trainee's own time. Written examinations for each segment of the course will also be completed on the trainee's own time.

2. A trainee with experience shall be placed into an appropriate step in the program upon the recommendation of the Apprenticeship Committee.

3. Following entrance into the Apprenticeship Program, an Apprentice must maintain a required standard of performance in all phases of training or be dropped from the Apprenticeship Program at the discretion of the Apprenticeship Committee.

The company shall provide full reimbursement for the cost of all required textbooks during the course of the Apprenticeship Program to those employees who maintain an average score of ninety percent (90%) or higher on all test administered as part of the program. The Apprentice shall have the opportunity to be reimbursed for the text books on a quarterly basis, provided all criteria is met for that quarter. If an Apprentice has a test score of below eight-five percent (85%) for that quarter then there will not be any reimbursement for that quarter. However, that employee shall still have the opportunity for the next quarter's reimbursement provided all criteria are met during that quarter.

#### **Temporary Change in Working Hours – Premium Pay**

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph D, Temporary Change in Working Hours, as follows:

**D. Temporary Change in Working Hours.** Whenever in order to conduct start-up operation, testing or refueling of a unit, or due to a forced outage of a major piece of equipment which is vital to the full load operation of a unit, or to complete a scheduled overhaul of major equipment, the Company shall deem a temporary change in working hours to be necessary, any non-shift worker may be assigned to work a Temporary Work Period during – A (3:30 P.M. - 2:30 A.M.) or Temporary Work Period during – B (11:30 PM. -8:30 AM.) in place of his/her regular work period, provided that the employee is given at least thirty-six (36) hours' notice of such change of hours.

A worker who is assigned to Temporary Work Period A or B covered by this provision shall not be assigned to either Temporary Work Period for longer than four (4) calendar weeks, unless the employee volunteers to extend the period and Management agrees to the extension. The period of time in which a worker shall be assigned to a Temporary Work Period shall not exceed twenty (20) work weeks in a calendar year. When there is a requirement to schedule workers, the First Class Machinist classification may volunteer to work these periods. Additional workers in these classifications who

may be assigned to Work Periods A or B will be selected from the current seniority report, selecting the worker with the least departmental seniority first. This procedure will be used for each new work period when a second or third work period is required, each time selecting workers other than those previously assigned if possible. When a worker is assigned to Work Periods A or B covered by this provision, the worker shall be credited with a minimum of one (1) work week for any portion of a week in which he/she works these hours.

Employees assigned to this shift will be paid premium pay for working the temporary work period. Employees working this shift shall receive a shift premium payment of ~~one dollar (\$1.00)~~ one dollar and eighty-four cents (\$1.84) per hour for all hours worked in this scheduled shift period. [This shift premium payment replaces the afternoon/night shift premium contained within Exhibit "A", Section 2, Premium Pay for 24-Hour Coverage.]

An employee who is assigned to a temporary 24-hour coverage shift cannot be rotated back to his/her regular shift with less than ten (10) hours off work. In the event that this situation would occur, any and all hours worked during the ten (10) hour rotation back to their regular shift will be considered hours worked outside the employee's base hours and paid at the prevailing overtime rates.

This provision shall supersede the provisions of Article IV, Section 7, paragraph (F) of the Agreement.

### **Meal Allowance**

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph E, Meals During Overtime Work, as follows:

#### **E. Meals During Overtime Work**

1. When an employee is required to work overtime for four (4) hours, the employee will receive a meal allowance of ~~eighteen (18)~~ twenty (\$20.00) dollars with his/her payroll deposit. The meal allowance will continue at six (6) hours of work thereafter until released from duty. For each meal, the employee will be allowed reasonable time, at the appropriate wage rate to eat. Travel time allowance will not be considered in determining when an employee has earned a meal allowance. If, when released from work, the employee has earned a meal allowance, along with the meal allowance, the employee will receive one (1) hour of overtime at the appropriate wage rate, excluding any premium payments. An employee can be held for up to two (2) hours beyond meal eligibility if it is determined that the job can be completed or scheduled overtime will end in this time period. An employee will not continue to earn meal allowances during paid rest periods. At its discretion, the Company may furnish a meal instead of giving a meal allowance. When a meal is furnished, it shall be of a quality equal to a meal purchased in a restaurant.

On occasion the Company may allow for practices in excess of this provision for reasons of safety or health to the employee or for continuation of service to the customer. Such practice shall not be considered an established precedent.

2. The rules as outlined in paragraph (1) will apply to the following situations:

a. When the employee continues to work immediately after his/her regular quitting time, he/she will qualify for the first meal after two (2) hours of overtime instead of at four (4) hours of overtime as indicated in paragraph (1). All other rules in paragraph (1) apply.

b. All callouts with the following exception: If a callout interferes with an employee carrying a lunch and the employee is normally required to carry a lunch, the employee shall receive a meal allowance, but will not be paid for the time to eat a meal unless emergency work continues throughout the employee's normal lunch period.

3. Scheduled Overtime. The rules as outlined in paragraph (1) will be modified as follows if the overtime is considered scheduled. Overtime shall be considered scheduled when an employee is notified no later than the end of the employee's last regularly scheduled work day prior to the overtime assignment.

a. Overtime Day. An employee must work ten (10) hours to qualify for a meal allowance.

b. Overtime scheduled prior to a regular work day.

(i) When overtime starts two (2) hours or less before the beginning of a regular work day, no meal allowance shall be given.

(ii) When overtime starts more than two (2) hours, but less than or equal to four (4) hours before the beginning of a regular work day, and work continues into the regular work day, the employee shall receive a meal allowance as provided in paragraph (1) and allowed reasonable time at the appropriate wage rate to eat a meal.

(iii) When overtime starts more than four (4) hours before the beginning of a regular work day and work continues into the regular work day, the employee shall receive two (2) meal allowances and be allowed reasonable time at the appropriate wage rate to eat two (2) meals.

c. Overtime scheduled after a regular work day. If overtime is scheduled immediately following a regular work day, the rules and conditions as outlined in paragraphs (1) and (2) will apply.



## Travel Allowance and Headquarters Changes

The parties agree to modify Exhibit "B", Divisional Rules, Section 1., General Rules, Paragraph H, Headquarters, and Paragraph L, Travel Allowance, as follows:

H. **Headquarters.** Each employee ~~in the Production Operations Division and the Nuclear Division~~ will be assigned to a Regular Headquarters. However, in order to efficiently and satisfactorily accomplish work, either scheduled or emergency, an employee may, upon reasonable notice, be required to report for work at an alternate location on Job Headquarters status. Reasonable notice shall be a minimum of twenty (20) hours prior to the reporting time for scheduled work. During emergencies, as defined in Article 1, Section 4, Paragraph (C), the notice period shall not apply.

1. **Regular Headquarters.** Regular Headquarters shall be at the Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, Standing Bear Lake Power Station, and ~~the Cass County Turtle Creek~~ Power Station. When an employee is permanently assigned to Regular Headquarters, the assignment shall be for a period in excess of one (1) year. However, an employee may be reassigned in less than one (1) year if such change is required for immediate or imminent promotion. When an employee is permanently reassigned from one Regular Headquarters to another, the employee shall be given a written notice of such change a minimum of seven (7) calendar days prior to the effective date.

2. **Job Headquarters.** Job Headquarters may be established at the Cass County Power Station, Fort Calhoun Power Station, ~~North Omaha Power Station~~, Jones Street Power Station, Nebraska City Power Station, North Omaha Power Station, Sarpy County Power Station, ~~Nebraska City~~ Standing Bear Lake Power Station ~~or the Cass County~~, and Turtle Creek Power Station. When an employee is assigned on Job Headquarters status, a location other than his/her Regular Headquarters, the employee will be allowed a travel allowance in accordance with paragraph (I) of this Section. The employee will be required to report for work and quit work at the employee's regular starting and quitting time at the Job Headquarters location.

~~I. **Travel Allowance.** Whenever an employee is required to report to work at the Fort Calhoun Power Station, when his/her regular headquarters is another location in the Metropolitan area (North Omaha, Jones Street); or an employee is required to report for work at a location in the Metropolitan area (North Omaha, Jones Street), when his regular headquarters is Fort Calhoun Power Station; the employee shall receive a travel allowance of \$21.00 for each required trip to and from the specified location.~~

~~Whenever an employee is required to report to work at the Nebraska City Power Station, when the employee's regular headquarters is another location in the Metropolitan area (North Omaha, Jones Street); or an employee is required to report for work in a Metropolitan area (North Omaha, Jones Street); when the employee's regular headquarters is the Nebraska City Power~~

Station; the employee shall receive a travel allowance equivalent to two (2) hours pay at the employee's base hourly wage rate for days traveled Monday through Friday. The employee shall receive the equivalent of One and one half (1 ½) times pay for travel on Saturdays and double time pay for travel on Sundays and holidays for each required trip to and from the specific location. The Company will provide transportation only for unit outages (generator off-line). For unscheduled unit outages (generator off-line) lasting more than seven (7) calendar days, transportation will be provided after the seventh day.

Whenever an employee is required to report to the Cass County Power Station and the employee's regular headquarters is in the Metropolitan area (Jones Street, North Omaha, Sarpy County) or an employee is required to report for work in the Metropolitan area (Jones Street, North Omaha, Sarpy County), when the employee's regular headquarters is the Cass County Power Station, the employee will receive a travel allowance equivalent to 1.3 hours pay at the employee's base hourly rate for each required trip to and from the specified location for days traveled Monday through Friday. The employee shall receive the equivalent of One and one half (1 ½) times pay for travel on Saturdays and double time pay for travel on Sundays and holidays.

**I. Travel Allowance/Table of Travel Time.** Whenever an employee is required to report to work at one of the locations listed in the Table of Travel Time below and the employee's regular headquarters is in another location listed in the table, employee will be paid according to the table below. Mileage in the form of travel time will be paid at straight time pay rates. The travel time tables represent the amount of time for one round trip to and from the location. The employee shall receive the equivalent of one and one half (1 ½) times pay for travel on Saturdays and double time pay for travel on Sundays and holidays. The Metropolitan Area shall be defined as Energy Plaza, Elkhorn Center, Papillion Center, Omaha Center Complex Jones Street Power Station, North Omaha Station, Sarpy County Power Station, Standing Bear Lake Power Station, and Turtle Creek Power Station.

The Company will provide Transportation only for unit outage (generator off line) to Nebraska City or North Omaha. For unscheduled unit outage (generator off line) lasting more than seven (7) calendar days, transportation will be provided after the seventh day.

**Table of Travel Time (Hours of Pay/Round Trip)**

<u>Location to Location</u>	<u>Travel time</u>
<u>Metropolitan to FCS</u>	<u>Flat Rate*</u>
<u>Metropolitan to Nebraska City Power Station</u>	<u>2</u>
<u>Metropolitan to Cass County Power Station</u>	<u>1.3</u>
<u>Metropolitan to Elk City</u>	<u>Flat Rate*</u>
<u>Metropolitan to Syracuse Center</u>	<u>2</u>
<u>Metropolitan to Louisville Center</u>	<u>1.5</u>
<u>Nebraska City to Metropolitan</u>	<u>2</u>
<u>Nebraska City to Cass County Power Station</u>	<u>1.3</u>
<u>Nebraska City to FCS</u>	<u>2.5</u>

<u>Nebraska City to Elk City</u>	<u>2.5</u>
<u>Nebraska City to Syracuse Center</u>	<u>Flat Rate*</u>
<u>Nebraska City to Louisville Center</u>	<u>2.2</u>
<u>FCS to Metropolitan</u>	<u>Flat Rate*</u>
<u>FCS to Cass County Power Station</u>	<u>1.8</u>
<u>FCS to Syracuse Center</u>	<u>3.4</u>
<u>FCS to Louisville Center</u>	<u>2</u>
<u>FCS to Nebraska City Power Station</u>	<u>2.5</u>
<u>*Flat Rate is equal to \$31.00 per round trip</u>	

**Confined Space Rope Rescue Incentive**

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph L, Confined Space Rope Rescue Incentive, as follows:

L. Confined Space Rope Rescue Incentive. The Company will request for volunteers from North Omaha Station, Nebraska City Station and Peaking Stations to qualify and participate for the Confined Space Rope Rescue Teams at North Omaha Station, Nebraska City Station and Peaking Stations. The teams will be comprised of members from IAM&AW Local Lodge No. 31, IBEW Local Union No. 763, IBEW Local Union No. 1483, and Exempt personnel. Management will determine the number of volunteers needed per location and will distribute the opportunity as equally as possible amongst the three (3) Local Unions and Exempt personnel. Volunteers are required to maintain compliance with Occupational Safety and Health Administration (OSHA) Standard 1910.146. Volunteers will be required to complete a minimum of forty (40) hours of training each calendar year. Additionally, monthly refresher training will be offered throughout the year. Volunteers must attend at a minimum four (4) of twelve (12) refresher training opportunities to continue on the voluntary team. The refresher training will not count towards the forty (40) hours annual required training. Upon initial successful completion of training, volunteers will be paid a five hundred dollar (\$500) incentive. Each proceeding year, volunteers will receive a one-thousand dollar (\$1000) annual incentive for maintaining their certification which includes the minimum annual training requirements. Payment of the annual incentive will be completed January of the following calendar year. As of June 1, 2022, current volunteers will receive the five hundred dollar (\$500) incentive. If more employees volunteer than spots available, or to backfill vacancies, the Company will use company seniority to fill the available spots.

As of June 1, 2022, current volunteers will receive the five hundred dollar (\$500) incentive.

<b>ID</b>	<b>Name</b>	<b>Job Title</b>
14201	Mark Nissen	First Class Machinist

**Removal of No-Rate Structure**

The parties agree to modify Exhibit “B”, Divisional Rules, Section 1., General Rules, Paragraph A, Assignment of Work, as follows:

A. **Assignment of Work.** First Class Machinists, Apprentice Machinists and Machinist Helpers (regular or temporary) shall perform all work of assembling, erecting, dismantling and repairing the machinery in the power stations of the Company, except such work as has been regularly performed by Steamfitters, Welders, Pipe Coverers and other skilled craft workers and their respective helpers. A Machinist Helper, when not assigned to assist a First Class Machinist, shall do such other work as may be assigned by the Company, but shall not be assigned to operate machine tools other than drill presses, power saws (without the use of power feed) or threading machines. ~~[For “No Rate” classification assignment of work see Exhibit “B”, “No Rate” classifications.]~~

The parties remove the Exhibit “B”, “No Rate” Wage Structure and “No Rate” Classifications as follows:

<u>Step</u>	<u>Rate Effective 6/1/2017 (Hourly)</u>	<u>Rate Effective 6/1/2018 (Hourly)</u>	<u>Rate Effective 6/1/2019 (Hourly)</u>	<u>Rate Effective 6/1/2020 (Hourly)</u>	<u>Rate Effective 6/1/2021 (Hourly)</u>
11	\$29.03	\$29.90	\$30.80	\$31.72	\$32.67
12	\$29.50	\$30.39	\$31.30	\$32.24	\$33.21
13	\$30.21	\$31.12	\$32.05	\$33.01	\$34.00
14	\$31.12	\$32.05	\$33.01	\$34.00	\$35.02
15	\$31.30	\$32.24	\$33.21	\$34.21	\$35.24
16	\$32.18	\$33.15	\$34.14	\$35.16	\$36.21
17	\$32.55	\$33.53	\$34.54	\$35.58	\$36.65
18	\$33.19	\$34.19	\$35.22	\$36.28	\$37.37
19	\$33.78	\$34.79	\$35.83	\$36.90	\$38.01
20	\$34.38	\$35.41	\$36.47	\$37.56	\$38.69
21	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19
22	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07
23	\$36.01	\$37.09	\$38.20	\$39.35	\$40.53
24	\$36.52	\$37.62	\$38.75	\$39.91	\$41.11
25	\$37.15	\$38.26	\$39.41	\$40.59	\$41.81
26	\$37.78	\$38.91	\$40.08	\$41.28	\$42.52
27	\$38.20	\$39.35	\$40.53	\$41.75	\$43.00
28	\$38.87	\$40.04	\$41.24	\$42.48	\$43.75
29	\$39.32	\$40.50	\$41.72	\$42.97	\$44.26
30	\$40.05	\$41.25	\$42.49	\$43.76	\$45.07
31	\$40.54	\$41.76	\$43.01	\$44.30	\$45.63
32	\$41.27	\$42.51	\$43.79	\$45.10	\$46.45
33	\$41.64	\$42.89	\$44.18	\$45.51	\$46.88
34	\$42.34	\$43.61	\$44.92	\$46.27	\$47.66

35	\$42.86	\$44.15	\$45.47	\$46.83	\$48.23
36	\$43.36	\$44.66	\$46.00	\$47.38	\$48.80
37	\$44.01	\$45.33	\$46.69	\$48.09	\$49.53
38	\$44.67	\$46.01	\$47.39	\$48.81	\$50.27
39	\$45.23	\$46.59	\$47.99	\$49.43	\$50.91
40	\$45.88	\$47.26	\$48.68	\$50.14	\$51.64
41	\$46.54	\$47.94	\$49.38	\$50.86	\$52.39
42	\$47.14	\$48.55	\$50.01	\$51.51	\$53.06
43	\$47.73	\$49.16	\$50.63	\$52.15	\$53.71
44	\$48.11	\$49.55	\$51.04	\$52.57	\$54.15
45	\$49.01	\$50.48	\$51.99	\$53.55	\$55.16
46	\$49.42	\$50.90	\$52.43	\$54.00	\$55.62
47	\$49.96	\$51.46	\$53.00	\$54.59	\$56.23
48	\$50.52	\$52.04	\$53.60	\$55.21	\$56.87
49	\$51.13	\$52.66	\$54.24	\$55.87	\$57.55
50	\$51.76	\$53.31	\$54.91	\$56.56	\$58.26

**“NO RATE” CLASSIFICATIONS**

	<u>RANGE</u>
<u>CLASSIFICATIONS*</u>	<u>STEPS</u>
INSTRUCTIONAL TECHNOLOGIST	11 – 39
SR INSTRUCTIONAL TECHNOLOGIST	40 – 50

**EXHIBIT “C” MEMORANDA AND OTHER AGREEMENTS – NUCLEAR OPERATIONS**

**Conclusion of SAFSTOR Decommissioning Cross Work Jurisdiction Memorandum of Understanding**

The parties agree to the discontinuation of Memorandum of Understanding “Fort Calhoun Nuclear Station SAFSTOR / Decommissioning Cross Work Jurisdiction.”

**Conclusion of Asbestos Abatement Letter of Agreement**

The parties agree to the discontinuation of Letter of Agreement “Decommissioning of Fort Calhoun Nuclear Station Asbestos Abatement.”



Moody/Pinder

**DRAFT**  
**RESOLUTION NO. 65xx**

**WHEREAS**, Management has recommended a general increase in basic wages of (a) 3% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreement of International Association of Machinists and Aerospace Workers, Local Lodge No. 31; and (b) 4% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreements of International Brotherhood of Electrical Workers, Local No. 763 and International Brotherhood of Electrical Workers Local No. 1483, retroactive to June 1, 2022; and

**WHEREAS**, the Board of Directors has given careful consideration to the recommendations of Management and is of the opinion that said recommendations should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Omaha Public Power District as follows:

1. The general increase in basic wages of (a) 3% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreement of International Association of Machinists and Aerospace Workers, Local Lodge No. 31; and (b) 4% for all permanent, full-time non-supervisory employees holding positions covered by the Union Agreements of International Brotherhood of Electrical Workers, Local No. 763 and International Brotherhood of Electrical Workers Local No. 1483, be and hereby are approved.

2. The Union Agreements each include an emergency clause, which will allow for greater flexibility in the event of a declared emergency.

3. The Union Agreements each include significant changes to Vacation Leave, which will be effective January 1, 2023.

4. The Union Agreements of International Brotherhood of Electrical Workers, Local No. 763 and International Brotherhood of Electrical Workers Local No. 1483 include language to encourage after-hours response time to ensure system reliability.

5. The Union Agreements of International Brotherhood of Electrical Workers, Local No. 763 include language to modify early retirement eligibility and recognizes part time employees.

6. The Union Agreement of International Brotherhood of Electrical Workers, Local No. 1483 include remote work/work from home language. Several classifications were consolidated into new classifications to reduce jurisdictional concerns.

7. The Union Agreements also each reflect additional negotiated changes to the contracts including but not limited to health and life insurance changes, disciplines and grievances changes, funeral leave provisions, premium payments and travel allowances.