COVID-19
Policies and Guidelines:
Schedule – Sequestration
Part 3 of 4

Prepared for the
IBEW® Utility Department
June 19, 2020
The following report contains data compiled from various utility agreements. It is for the exclusive benefit of the IBEW membership and should not be distributed other than to IBEW local unions. This information is for reference only.

Due to the now competitive disposition of the utility industry, the free flow of information concerning wages and working conditions between utility employers and other industry competitors is restricted.

More importantly, the non-IBEW power producers in the industry could find IBEW information useful in undermining utility wages and conditions.
**IBEW® Utility Agreements**  
COVID-19 Policies and Guidelines  
Schedule

**IBEW Third District**

- IBEW Local Union 94 and PSEG Services Corporation – Fossil Letter  
- IBEW Local Union 94 and PSEG Services Corporation – SERVCO Letter

**IBEW Fourth District**

- IBEW Local Union 2357 and Monongahela Power Company – MOA

**IBEW Sixth District**

- IBEW Local Union 23 and Xcel Energy – LOA (On-Call Electric)  
- IBEW Local Union 160 and Xcel Energy – LOA (Monticello / Prairie Island Staffing)  
- IBEW Local Union 196 and City of Batavia – MOA (Electric)  
- IBEW Local Union 196 and City of Batavia – MOA (Street)  
- IBEW Local Union 196 and City of Geneva – LOA (Electric)  
- IBEW Local Union 196 and City of Geneva – LOA (Street / Fleet)  
- IBEW Local Union 196 and Rochelle Municipal Utilities – Emergency Schedule Letter  
- IBEW Local Union 953 and Dairyland Power Cooperative – LOU (Staffing / Scheduling)
- IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Letter (Coal Yard Schedule)
  - IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Alternative Coal Yard Work Schedule
- IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Letter (Maintenance, Lab, Warehouse Schedule)
  - IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Alternative Maintenance Lab, Warehouse Schedule 2A
- IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Letter (Operations Schedule)
  - IBEW Local Union 53 and Associate Electric Cooperative, Inc. – Operations Schedule A
- IBEW Local Union 412 and Evergy, Inc. – LOU (Alternative Schedules)
- IBEW Local Union 763 and Omaha Public Power District – MOU (T&D and Construction Additions to Operations)
- IBEW Local Union 1439 and Ameren Missouri – 3-12 Hour Schedule Agreement
- IBEW Local Union 1439 and Ameren Missouri - Callaway Staffing Agreement
- IBEW Local Union 1439 and Ameren Missouri – Meter Schedule Agreement
- IBEW Local Union 1439 and Ameren Missouri – Stores Schedule Agreement
- IBEW Local Union 1593 and Basin Electric Power Cooperative – Schedule Change Agreement (Antelope Valley Station)
- IBEW Local Union 1593 and Basin Electric Power Cooperative – Schedule Change Agreement (Leland Olds Station)
- IBEW Local Union 1593 and BNI Energy Company – LOA (Response Plan)
- IBEW Local Union 1593 and Dakota Gasification Company – Work Schedule Side Agreement
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

Fossil COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees
- The Company, may divide the non-shift (maintenance) workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
- One team will report to the generating station and will be compensated pursuant to the terms of the collective bargaining agreement. One team will work from home, ready for duty and will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week.
- Teams will alternate on a weekly basis between reporting to the station and working from home.
- Any overtime assignments including call outs occurring Monday through Friday will first be offered to the team assigned to the generating station that week utilizing current overtime list.
- Any weekend overtime assignments and call outs will be based upon normal overtime rules.
- Employees will be offered the opportunity in order of seniority preference, or assigned by inverse seniority as needed.
- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to your generating station within a reasonable time when called.
Shift Employees

- The company may ask employees on shift to work from home with pay when start notification times are increased with PIM as necessary. Employees will be asked by seniority, in their classification. The opportunity to work from home will be rotated by classification per shift rotation (i.e. 4 nights on, 3 days on, 3 nights on or 4 days on). If the plant is not called for service, the employees selected will work from home until their next scheduled rotation. The opportunity to work from home will not apply if all units are operating at your site. The Company maintains the right to change the number assigned based upon operational needs, after discussion with the union.

- The minimum qualified staffing needed to remain at the plant:
  - Sewaren 7 – 1 CRO on RSD
  - Linden one block operation
    - 2 LOs, 1 TO
  - Linden both blocks on RSD
    - 2 LOs
  - Bergen one block operation
    - 1 LO, 1 PO
  - Bergen both blocks on RSD
    - 1 LO, 1 PO
  - Kearny Peaking is 3 CTOs while 100% of units are in service, 2 CTOs while 75% of the units are in service, and one CTO while 50% or less of the units are in service
  - Linden Peaking 1 CTO on RSD
  - Burlington Peaking 1 CTO while units are in service

- Those working from home will be compensated as if they were working their normal shift on-site.

- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to your generating station within a reasonable time when called.
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

SERVCO COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees

- The Company, may divide the maintenance workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
- One team will report to their home station and will be compensated pursuant to the terms of the collective bargaining agreement. One team will work from home, ready for duty and will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week.
- Teams will alternate on a weekly basis between reporting to the station and working from home.
- Any overtime assignments including call outs occurring Monday through Friday will first be offered to the team assigned to the generating station that week utilizing current overtime list.
- Any weekend overtime assignments and call outs will be based upon normal overtime rules.
- Employees will be offered the opportunity in order of seniority preference, or assigned by inverse seniority as needed.
- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to home station within a reasonable time when called.

- Those working from home will be compensated as if they were working their normal shift on-site.
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

[Signature]

Noel Cabrera
Manager – Labor Relations

[Signature]

Mr. Kenneth Thoman, President
IBEW Local 94
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

SERVCO COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees

- The Company, may divide the maintenance workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
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  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to home station within a reasonable time when called.

- Those working from home will be compensated as if they were working their normal shift on-site.
MEMORANDUM OF AGREEMENT

Workplace Flexibility and Paid Time Off Related to COVID-19

Whereas, the Monongahela Power Company is concerned for the health and welfare of its employees, and

Whereas, the International Brotherhood of Electrical Workers, Local 2357 is equally concerned for the health and welfare of its members, and

Whereas, both parties are committed to balancing our primary responsibility of serving our customers with our need to help employees manage personal needs during this unprecedented time, and

Whereas, it is necessary to separate COVID-19 related illnesses from ordinary sick leave,

Accordingly, it is hereby stipulated by and between Monongahela Power Company (“Company”) and the International Brotherhood of Electrical Workers, Local 2357 (“Union”) on this 25 day of March 2020, that a Memorandum of Agreement (hereinafter “MOA” or “Agreement”) has been reached with regard to workplace flexibility related to the COVID-19 public health emergency.

Flexible Work Situations

1. The Company and the Union agree to provide cost-neutral workplace flexibility to help employees meet work and life commitments.

2. The Company will endeavor to provide flexible work arrangements to employees in the following situations:
   a. Caring for their children due to day care or school closings.
   b. Providing care for an elderly relative due to the lock down/closing of a nursing home or similar facility.
   c. To minimize the number of people who gather in a location at the same time.

3. For employees in the foregoing situations, when possible, the Company will offer employees the flexibility of:
   a. Shifts that run in the window between 6:00 am and midnight
   b. Extended hour shifts that provide more days off, and/or
   c. Regularly scheduled Saturday and/or Sunday work

4. For employees in the foregoing situations who work a flexible schedule, the Union will waive the following contractual provisions:
   a. Limitations on starting and quitting times
   b. The temporal notice provisions for a volunteer schedule change
   c. Shift differentials due to flexible schedule changes associated with COVID-19 at the request of the union member.
   d. Limitations on regularly scheduled Saturday and/or Sunday work
e. Limitations on performing functions in other classifications that employees are qualified for and can safely perform.

f. To alleviate safety concerns related to large gatherings, the Union will permit reasonable use of job site reporting.

5. The parties agree that for employees working a flexible schedule due to COVID-19, their COVID-19 related schedule is considered their regular schedule for overtime purposes.

6. The parties agree that there may be instances where shops may need to split into smaller groups or “pods” through job site reporting to minimize exposure risks.

**Paid Time Off**

7. The Company does not want employees to be financially harmed in unavoidable situations beyond their control. Accordingly, Employees who are unable to perform their job from home and have both a qualifying reason and supervisory approval may take paid time off using pay code CV19.

8. Pay code CV19 will provide full pay without wait days or impact on contractually provided sick time.

9. Use of the CV19 time code should be the last resort after all flexibility alternatives have been exhausted.

10. The CV19 time code should be used primarily for employees in a potential quarantine situation as approved by corporate health and safety or mandated by a public health official/organization.

11. Other instances where the CV19 time code can be used:
   - Anyone experiencing COVID-19 symptoms of fever, cough and shortness of breath and has not yet been tested for the virus and whose Supervisor directs them not to report to work. Once they are confirmed positive for COVID-19, the regular absence processes will be followed and the employee will be eligible for sick leave.
   - In extremely unusual and extraordinary circumstances, the Company understands that childcare or elder care for family members who have been displaced due to COVID-19 may pose a challenge to employees reporting to work. In these instances, it is expected the employee will meet and confer with their supervisor to understand the challenge and attempt to find alternative work arrangements. When alternative work arrangements cannot meet the employee’s circumstance, the employee may remain home on CV19 time coding with supervisory approval, but these employees may be required to return to work with 12 hours’ notice at the Company’s discretion.
12. Qualifying reasons need to be validated and approved by a supervisor before CV19 time can be taken.

13. Employees who are sent home with a suspected COVID-19 illness will not be required to submit a first day doctor’s note.

14. The CV19 code may be used only for COVID-19 related situations. It is not to be used for employees who are confirmed positive for COVID-19.

**Conclusion**

15. Nothing in this Agreement diminishes any party’s rights under their collective bargaining agreement.

16. This Agreement is reached specifically in response to the COVID-19 public health emergency. It will expire when the crisis ends, or immediately when one of the parties hereto gives notice of its desire to end this MOA.

IN WITNESETH WHEREOF, the Company and the Union have executed this MOA on the day and the date first above written:

**FOR THE COMPANY:**

Ronay J. Tenney  
Director, Operations Support

**FOR THE UNION:**

Derrick Kniceley, IBEW Local 2357
April 5, 2020

Mr. Duane A. Peters
Business Manager
Local Union 23, I.B.E.W.
445 Etna Street, Suite 61
St. Paul, MN 55106

Mr. Robert Boogren
Business Manager
Local Union 160, I.B.E.W.
2909 Anthony Lane
St. Anthony, MN 55418

Mr. Mark Kaufman
Business Representative
Local Union 949, I.B.E.W.
12908 Nicollet Avenue South
Burnsville, MN 55337

Mr. Martin D. Sandberg
Business Manager
Local Union 953, I.B.E.W.
2206 Highland Avenue
Eau Claire, WI 54701

Mr. Jamie Helgeson
Business Manager
Local Union 1426, I.B.E.W.
3002 First Avenue North
Fargo, ND 58102

Subject: Letter of Agreement (LOA) - On-Call Proposal for the Distribution Electric Pandemic Response

Gentlemen:

As discussed on April 2, 2020 the company shall determine when On-Call is implemented, how many crews are at home during the day, and how many crews must be On-Call. The number of crews on call or at home will be based on regional area, staffing, availability of resources, work load, ability to perform work, and seasonal outages.

On-Call crew(s) will be selected from the crew(s) sequestered at home.

On call rotation duration will be 7 days unless worker availability requires a longer period, and the union and the company agree by mutual agreement.

First responders will remain intact, with the exception of Northwest and North Dakota where District Representatives will get called after hours as the first responder. Based on reduced resource availability a District Representative or Troubleman may be used to qualify a crew.

Extension of the day will be handled by crews currently working. At home on-call crews must be fit for duty and available for work if called, including traditional after-hours call.
Listed below are proposed hours and pay directive for crews on call:

- Starts: Friday at 1530 through Friday at 0700
- Crew Off: 0700 – 1530 (daylight hours)
- Monday through Friday paid at straight time wage: 40 Hours
- Monday – Friday 2 hours straight time pay (each day)
- Saturday 4 hours straight time pay
- Sunday and Holidays 6 hours straight time pay
- Voluntary – Company to post a voluntary sign-up sheet; if staffing requirements are not met staffing will then default to filling by low overtime list.

Company will notify the Local Union before assigning crews to report to home.

It is understood that this agreement is not inclusive of all bargaining agreements and if changes are needed the parties agree to negotiate.

This agreement will expire June 1, 2020. Should this or other items become mandatory by a government entity, then this agreement will expire and employees will be expected to follow any such mandatory work requirements. This agreement may be extended by mutual agreement.

______________________________
Robert Flynn, Director of Workforce Relations, NSP

International Brotherhood of Electrical Workers Local Unions:

______________________________
Duane A. Peters, Local Union 23

______________________________
Robert J. Boogren, Local Union 160

______________________________
Mark Kaufman, Local Union 949

______________________________
Martin D. Sandberg, Local Union 953

______________________________
Jamie Helgeson, Local Union 1426
March 20, 2020

Mr Robert Boogren  
Business Manager  
IBEW, Local Union 160  
2909 Anthony Lane  
St. Anthony, MN 55418  

Mr. Rick Oakes  
Business Manager  
IBEW, Local Union 949  
12908 Nicollet Avenue South  
Burnsville, MN 55337

Dear Gentlemen:

Exposure to the Corona Virus (Covid-19) has caused unprecedented impact to our employees and their families. The purpose of this Agreement is to protect the health and safety of our employees and their families while supporting the general public by keeping our nuclear power plants operating.

This letter serves to document the mutual agreement regarding terms and conditions for implementing special shift staffing, working from home, work jurisdiction exceptions, and sequestering at home due to evaluation of exposure to the Covid-19.

Bargaining unit employees at Monticello Nuclear Generating Plant and at the Prairie Island Nuclear Generating Plant in the following Departments are covered by this Agreement.

MAPS
Electric Shop
Instrument & Control
Mechanical Maintenance
Maintenance Planners/Planners
Nuclear Plant Service Attendants
Plant Helpers
Quality Control Inspection
Operations
Buyer/Planners (Prairie Island)
Integrated T-Week Planning (Monticello)
Radiation Protection and Chemistry
Schedulers/Workweek Coordinators

Shift Staffing

Shift staffing for all affected departments will be per attached Pandemic Integrated Staffing Matrix. The Pandemic Integrated Staffing Matrix contains four (4) distinct staffing scenarios that may be implemented based on Covid-19 exposure. The shift schedules contained in this agreement are non-precedent setting and apply only to responding to Covid-19 pandemic conditions.
Social Distance
Reduced Activity
Minimum Work
Lockdown

Social Distance staffing schedules will be in place effective March 23, 2019. Transition to any of the other staffing schedules will be based on Covid-19 exposure conditions. Schedule transition triggers are noted on the Pandemic Staffing Matrix. The transition staffing schedule triggers are current best estimates based on CDC guidance and known Covid-19 exposure conditions. Transition to a specific staffing scenario may change based on exposure conditions. Similarly, de-escalation and ultimately return to normal shift staffing will occur based on improvement in Covid-19 exposure conditions. The Company will notify the Local Unions before transitioning to a different staffing scenario. In addition, changing to a different staffing scenario will be site specific, based on Covid-19 exposure conditions at the site.

Rotating Operators, rotating Radiation Protection Specialists and rotating Chemistry Specialists may be required to transition from a six (6) crew schedule to a for (4) crew schedule when Minimum Work conditions are identified. Furthermore, should pandemic condition trigger the Lockdown scenario, rotating crews may transition to a two (2) crew schedule. Because of the complexity of shift changes, transition to either schedule is described below:

6 to 4: When transitioning from a normal 6 crew rotation to a 4 crew on shift rotation, 4 crews will be at work rotating and 2 crews will be sequestered at home. Crew transition will be per table below.

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4 to 2: When transitioning to a 2 crew model, the crews are chosen based on when the trigger is reached. If trigger is reached or it is decided to go from 4 to 2, the two crews currently performing days and nights would simply continue on their shifts until there is a change on COVID-19 conditions or a swap is determined to be appropriate. This allows for adjusting with volunteers and for screening prior to any personnel changes.

When utilizing 4 crew or 2 crew shifts, the assignment to days and nights will not change for the duration of that schedule.
The Company will work to address and accommodate individual personal care needs to the greatest extent practical before transitioning employees to a different pandemic shift scenario.

Employees working a rotating shift will not experience a reduction in pay as a result of working the pandemic work schedules.

All other Department schedules are defined in the Pandemic Integrated Staffing Matrix.

**Home Sequester - Working**

Based on work schedules employees may be sequestered at home during scheduled work periods and be paid. While sequestered during scheduled work hours, employees are to remain fit for duty, perform work as assigned and be available for call outs to return to the plant.

**Home Sequester – Not Working**

In some schedules, employees may be sequestered at home during scheduled work periods in a resting condition and be paid. In case of resting status during scheduled work hours, employees are not performing work, but are expected to remain fit for duty and available for call outs to the plant.

Currently, employees sequestered at home during schedule work hours are not considered sequestered during non-schedule work hours. If Covid-19 exposure conditions a change in this status, the Company will contact the Local Unions to negotiate change in conditions of after hour sequester status.

**Home Sequester – Medical Conditions**

Following CDC, or Government guidelines employees may be released from work and sequestered at home due to either a potential exposure, or a diagnosed exposure to Covid-19. In either case, the initial MRO sequester period will be fourteen days and be paid. However, the actual sequester period may either decrease or increase based on the Company’s MRO medical review and recommendation. Any employee sequestered to home for medical reasons, will not be allowed to return to working status before completing the Company’s Covid-19 risk assessment (see attached assessment procedure).

**Plant Sequester**

Under the most severe conditions some employees may be sequestered at the plant for extended period (see Lockdown scenario in the Pandemic Staffing matrix). Under the Lockdown scenario employees will be either working or resting per the applicable work schedule. During periods of lockdown the Company will provide basic services such as but limited to, meals, a resting location, cots, sleeping bags and laundry service. We ask that employees bring extra clothing and personal incidentals if they are asked to work under the lockdown scenario. If at the plant working, employees will be given time to go home to gather extra clothing and personal incidentals prior to reporting to a lock down shift.
Transition to Pandemic Shift Schedule

The Company will work to address and accommodate individual personal care needs to the greatest extent practical before transitioning employees to a different pandemic shift scenario. The Company will ask for volunteers before assigning anyone to a plant sequester lockdown scenario. Shift swapping will be allowed if employees are agreeable and staffing levels can be maintained.

Rest time will be paid commensurate with the labor agreement when transitioning on or off a schedule work shift. In lieu of following Article 10, Section 5., (P), of the Prairie Island Radiation Protection and Chemistry Labor Agreement, all Prairie Island bargaining Radiation Protection Specialists and all Prairie Island Chemistry Technicians will receive eight (8) hours of rest time pay when transiting on or off a pandemic shift.

Overtime Call Outs

Initial overtime will be offered to the low overtime person in classification that is working at the plant. If additional overtime staffing is required, the relief person, or then the low overtime person within classification resting at home will be offered the overtime opportunity. Upon return to normal work schedules, the Company and Local Unions will meet to review overtime offering during the pandemic staffing period.

Apprenticeship Training

Effective March 20, 2020 Xcel Energy is suspending Apprenticeship class room training. Current plan is to resume class room training on May 4, 2020. Whenever possible OJT/TPE will continue at the sites. Apprenticeship training status may change in the future based on Covid-19 conditions.

Work Jurisdiction

On a non-precedent setting basis and only under the terms of this agreement, physical walk downs performed by Maintenance Planners/Planners will be performed by qualified bargaining IBEW craft employees working at the site.

Compensation

For all departments and classifications covered by this Agreement, all pay for either working, resting at home during scheduled work hours, or if sequester at work during resting hours, will be paid by the terms and conditions of the applicable labor agreement. This includes compensation and pay in the contract(s) such as but not limited to; regular pay, call out pay, off shift pay, Holiday pay, Sick pay, Vacation pay, meal, or Rest time pay. Employees sequestered at home due to Covid-19 medical conditions will be paid per their classification work schedule.
Employees at home outside of schedule work hours are not entitled to compensation, unless they are called to work status. In cases of call outs, mileage and time will be paid per the terms and conditions of the applicable labor agreement.

The parties mutually agree that the terms and conditions contained in this agreement may be subject to change by mutual agreement, based on Covid-19 conditions and availability of our employees. Furthermore, all terms and conditions of the Labor Agreements not addressed by this Agreement will still apply.

The impact of Covid-19 is unprecedented and future impact to our employees is unknow. This agreement cannot address all future unknown conditions associated with Covid-19. Should it become necessary to change the terms and conditions of this Agreement, the Company and Local Unions agree to meet as soon as possible to negotiate changes to this Agreement. This Agreement expires no later than June 1, 2020, unless the parties mutually agree to do otherwise.

All terms herein are intended to support both nuclear safety and employee health and safety during the Covid-19 pandemic.

Should any disputes arise concerning the interpretation or implementation of this agreement, the parties agree to promptly meet and confer to resolve. If no resolution is reached the parties agree to expedited arbitration.

Lead Workforce Relations Consultant  IBEW, Local Union 160

Rick Oakes  3/23/2020
IBEW, Local Union 949

CC: Todd Conner
Bert Flynn
Workforce Relations

Attachments
MEMORANDUM OF AGREEMENT BETWEEN IBEW LOCAL 196 AND THE CITY OF BATAVIA ELECTRIC DEPARTMENT

In response to the recent COVID-19 pandemic, the union IBEW Local 196 and the City of Batavia, have come to an agreement to limit exposure to other crew members and ensure staffing levels remain adequate to provide utility services. This schedule is based on a two-week cycle with a total of eighty (80) hours worked (not including call-in during or after hours). Both parties agree to work split four (4) day, ten (10) hour shifts. One crew will work Monday, Tuesday, Wednesday, Thursday and the other crew will work Tuesday, Wednesday, Thursday, Friday. This split shift will swap four-day work schedules each week, as proposed on COVID Phase III Working Hours Document, attached. Each employee of the Batavia Electric Department shall be paid at their normal hourly rate, listed in the Batavia Electric CBA, for forty (40) hours. No overtime or double-time will be paid unless called in outside of their temporary shift each day.

IBEW Local 196 and the City of Batavia have made this agreement to protect the health and safety of the members of the Batavia Electric Department and the public while continuing to provide essential services. This temporary agreement between IBEW Local 196 and the City of Batavia shall not be precedent setting.

LOCAL UNION NUMBER 196

By: ____________________________
Date: 5/18/2020

CITY OF BATAVIA

By: ____________________________
Date: 5/18/2020
MEMORANDUM OF AGREEMENT BETWEEN IBEW LOCAL 196 AND THE CITY OF BATAVIA STREET DEPARTMENT

In response to the recent COVID-19 pandemic, the union IBEW Local 196 and the City of Batavia, have come to an agreement to limit exposure to other crew members and ensure staffing levels remain adequate to provide utility services. This schedule is based on a two-week cycle with a total of eighty (80) hours worked (not including call-in during or after hours). Both parties agree to work split four (4) day, ten (10) hour shifts. One crew will work Monday, Tuesday, Wednesday, Thursday and the other crew will work Tuesday, Wednesday, Thursday, Friday. This split shift will swap four-day work schedules each week, as proposed on COVID Phase III Working Hours Document, attached. Each employee of the Batavia Street Department shall be paid at their normal hourly rate, listed in the Batavia Streets CBA, for forty (40) hours. No overtime or double-time will be paid unless called in outside of their temporary shift each day.

IBEW Local 196 and the City of Batavia have made this agreement to protect the health and safety of the members of the Batavia Street Department and the public while continuing to provide essential services. This temporary agreement between IBEW Local 196 and the City of Batavia shall not be precedent setting

LOCAL UNION NUMBER 196

By: ____________________________

Date: 5/19/2020

CITY OF BATAVIA

By: ____________________________

Date: 5-18-2020
LETTER OF AGREEMENT CONCERNING
HOURS OF WORK AND LEAVE BENEFITS
DUE TO THE COVID-19 EMERGENCY DECLARATION

This Letter of Agreement shall constitute a side agreement to the Agreement between the City of Geneva, Illinois ("City") and IBEW Local 196 - Electric Division ("Union") dated May 1, 2017 through April 30, 2021 ("Contract").

On March 15, 2020 (and reaffirmed on April 20, 2020) the Mayor of the City of Geneva determined that within the City a state of emergency, local disaster emergency, and civil emergency existed because: (i) with respect to COVID-19, the public health and economic circumstances are unprecedented and rapidly changing; (ii) the state government and federal government have issued recommendations and orders with respect to social distancing and other precautions to combat COVID-19 and protect the public health; (iii) the President of the United States of America declared a national state of emergency, with respect to COVID-19, on March 13, 2020; (iv) the Governor of the State of Illinois declared a state of emergency, with respect to COVID-19, on March 9, 2020; (v) the World Health Organization declared a pandemic, with respect to COVID-19, on March 11, 2020; and (vi) the corporate authorities of the City of Geneva, Illinois, found that a state of emergency and local disaster exists as of March 15, 2020 (and reaffirmed on April 20, 2020), with respect to COVID-19.

On April 23, 2020 the Governor announced the Stay at Home Order will be extended through May.

The Management Functions (Section 32) of the CBA provides "All functions of management of the operations of Employer and the direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to the right to...to take necessary actions to carry out the mission of the Employer's electric utility, on work normally performed by the bargaining unit members, in the event of a civil emergency as may be declared by the Mayor or Mayor's designee. It is understood that at no time shall the Employer jeopardize the health and/or safety of any employee in the event of a civil emergency."

In recognition of this declaration of a civil emergency the City and Union hereby agree as follows with regards to temporary measures relating to specific sections of the CBA:

19. Unused vacation leave may not be carried over to the next anniversary year; however, beginning March 15, 2020 and ending March 14, 2021, all earned but unused vacation leave will be extended for use for 10 weeks beyond the normal expiration date. The employee’s anniversary date along with accrual and time period for usage will revert to contract language beginning March 15, 2021.
Examples:

Employee A has an anniversary date of April 1, 2020 and earned 10 vacation leave days. Employee A will have until June 9, 2021 to use all 10 days. Employee A will earn 11 vacation leave days on April 1, 2021 and will have until March 31, 2022 to use all 11 vacation leave days earned on anniversary date in 2021.

Employee B has an anniversary date of January 15, 2021 and will earn 12 vacation leave days. Employee B will have until March 25, 2022 to use all 12 days. Employee B will earn 15 vacation days on January 15, 2022 and will have until January 14, 2023 to use all 15 days earned on anniversary date in 2022.

Employee C has an anniversary date of May 1, 2020 and has 3 unused earned vacation leave days. Employee C will have until July 9, 2020 to use the 3 unused earned vacation leave days. Employee C will earn 12 days leave on May 1, 2020 and will have until July 9, 2021 to use all 12 days leave earned on their 2020 anniversary date.

23. Unused personal days shall not be allowed to be carried over to the next year (based on the employee’s anniversary date); however, personal days that were set to expire between March 21, 2020 and May 31, 2020 will be allowed to be carried over through June 30, 2020. Personal days may not be compensated for if they are not used as a paid day off from the employee’s regular work schedule; however, anyone who leaves the City’s employ prior to June 30, 2020 will be paid for any earned but unused personal day.

24. Employees who earned a Safety Day during FY 19 (May 1, 2018 – April 30, 2019) to be used during FY 20 (May 1, 2019 – April 30, 2020) will be able to use the Safety Day through June 30, 2020.

33. Through May 30, 2020 (unless otherwise mutually agreed to extend beyond this date) a normal workweek is 3 day/12 hour shifts (Monday – Wednesday or Thursday through Saturday) beginning at 5:30 a.m. and concluding at 5:30 p.m. including a 30-minute paid lunch period. The employees will be permitted to select working shift in order of electric division seniority, contingent upon final approval of the Department Director or designee. The City and Union recognize that while only 34.5 hours are actual work hours the employee will be paid for 40 hours straight time worked.

35. Time and one-half shall be paid for all work in excess of the schedule outlined above, except for time worked from midnight to 5:29 a.m. for individuals working shift that day, midnight to 6:59 a.m. for individuals not working shift that day, and for time worked on Sundays and allowable holidays which shall be paid at double time rate.

The City and Union agree that these temporary measures benefit both parties and are meant to balance the needs of the City of Geneva operations and the health and safety of employees. The parties further agree that this is an ever changing environment and the parties pledge to work together if further discussions are warranted beyond May 30, 2020.
City of Geneva
By: 
Date: 5/11/20

IBEW Local 196
By: 
Date: 5/5/2020
LETTER OF AGREEMENT CONCERNING
HOURS OF WORK AND LEAVE BENEFITS
DUE TO THE COVID-19 EMERGENCY DECLARATION

This Letter of Agreement shall constitute a side agreement to the Agreement between the City of Geneva, Illinois ("City") and IBEW Local 196 – Street/Fleet Division ("Union") dated May 1, 2018 through April 30, 2022 ("Contract").

On March 15, 2020 (and reaffirmed on April 20, 2020) the Mayor of the City of Geneva determined that within the City a state of emergency, local disaster emergency, and civil emergency existed because: (i) with respect to COVID-19, the public health and economic circumstances are unprecedented and rapidly changing; (ii) the state government and federal government have issued recommendations and orders with respect to social distancing and other precautions to combat COVID-19 and protect the public health; (iii) the President of the United States of America declared a national state of emergency, with respect to COVID-19, on March 13, 2020; (iv) the Governor of the State of Illinois declared a state of emergency, with respect to COVID-19, on March 9, 2020; (v) the World Health Organization declared a pandemic, with respect to COVID-19, on March 11, 2020; and (vi) the corporate authorities of the City of Geneva, Illinois, found that a state of emergency and local disaster exists as of March 15, 2020 (and reaffirmed on April 20, 2020), with respect to COVID-19.

On April 23, 2020 the Governor announced the Stay at Home Order will be extended through May.

Article 4, Section 1 (Management Rights) of the CBA provides "All functions of management in the operations of Employer shall retain the sole right and authority to direct the affairs of the Employer in all its various aspects, and the direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to, the following: . . . to take necessary actions to carry out the mission of the Employer in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. It is the sole discretion of the City Mayor, or designee to determine if /when civil emergency conditions exist which may include, but not limited to, riots, civil disorders, severe weather events, or other catastrophes. It is understood that at no time shall the Employer jeopardize the health and / or safety of any employee in the event of a civil emergency."

In recognition of this declaration of a civil emergency the City and Union hereby agree as follows with regards to temporary measures relating to specific sections of the CBA:
Article 5 – Hours of Work & Overtime

Section 1 – Workday and Workweek

Through May 30, 2020 (unless otherwise mutually agreed to extend beyond this date) the regular workweek for bargaining unit employees is a 3 day/12 hour shifts (Monday – Wednesday or Thursday through Saturday) beginning at 6:00 a.m. and concluding at 6:00 p.m. including a 30-minute paid lunch period. The employees will be permitted to select working shift in order of streets and fleet division seniority, contingent upon final approval of the Department Director or designee. The City and Union recognize that while only 34.5 hours are actual work hours the employee will be paid for 40 hours worked.

Section 3 - Overtime

Time and one-half shall be paid for all work in excess of the schedule outlined above, except for time worked from midnight to 5:59 a.m. for individuals working shift that day, midnight to 6:59 a.m. for individuals not working shift that day, and for time worked on Sundays and allowable holidays which shall be paid at double time rate.

Article 9 – Absence from Work

Section 3 – Personal Days

Unused personal days shall not be allowed to be carried over to the next year (based on the employee’s anniversary date); however, personal days that were set to expire between March 21, 2020 and May 31, 2020 will be allowed to be carried over through June 30, 2020. Personal days shall not be compensated for if they are not used as a paid day off from the employee’s regular work schedule; however, anyone who leaves the City’s employ prior to June 30, 2020 will be paid for any earned but unused personal day.

Section 5 - Vacation

Unused vacation leave may not be carried over to the next anniversary year; however, beginning March 15, 2020 and ending March 14, 2021, all earned but unused vacation leave will be extended for use for 10 weeks beyond the normal expiration date. The employee’s anniversary date along with accrual and time period for usage will revert to contract language beginning March 15, 2021.

Examples:

Employee A has an anniversary date of April 1, 2020 and earned 10 vacation leave days. Employee A will have until June 9, 2021 to use all 10 days. Employee A will earn 11 vacation leave days on April 1, 2021 and will have until March 31, 2022 to use all 11 vacation leave days earned on anniversary date in 2021.

Employee B has an anniversary date of January 15, 2021 and will earn 12 vacation leave days. Employee B will have until March 25, 2022 to use all 12 days. Employee B will earn 15 vacation days on January 15, 2022 and will have until January 14, 2023 to use all 15 days earned on anniversary date in 2022.
Employee C has an anniversary date of May 1, 2020 and has 3 unused earned vacation leave days. Employee C will have until July 9, 2020 to use the 3 unused earned vacation leave days. Employee C will earn 12 days leave on May 1, 2020 and will have until July 9, 2021 to use all 12 days leave earned on their 2020 anniversary date.

Article 13 – Health and Safety

Section 2 – Safety Day

Employees who earned a Safety Day during FY 19 (May 1, 2018 – April 30, 2019) to be used during FY 20 (May 1, 2019 – April 30, 2020) will be able to use the Safety Day through June 30, 2020.

The City and Union agree that these temporary measures benefit both parties and are meant to balance the needs of the City of Geneva operations and the health and safety of employees. The parties further agree that this is an ever changing environment and the parties pledge to work together if further discussions are warranted beyond May 30, 2020.

City of Geneva

By: [Signature]

Date: 5/11/20

IBEW Local 196

By: [Signature]

Date: 5/5/2020
March 19, 2020

Derek Luetgert
IBEW 196
1829 Suncast Lane
Batavia, Illinois 60510
RE: COVID – 19 Staffing Change

Dear Mr. Luetgert,

Attached please find ANNEX D (Emergency Work Schedule), in response to the recent COVID – 19 pandemic. The City is proposing these changes to limit exposure to other crew members and insure staffing levels remain adequate to provide utility services. This schedule is based on a two week cycle with a total of 50 hours worked (not including call-in during or after hours). Each employee will be paid at a normal hourly rate for 40 hours and are expected to be available during those normal work hours to return to work if needed. No overtime would be paid unless called in outside of their normal work schedule.

The City is taking this step to protect the health and safety of the employees and public while continuing to provide essential services. The City will reserve the right to further reduce hours as needed while continuing to pay each employee a base 40 hour week plus any overtime accrued as usual. This step is a temporary one and hope to return to normal operation soon as possible.

I.B.E.W. Acceptance

__________________________________________
City of Rochelle Acceptance
April 2, 2020

Mr. Martin Sandberg
Local Union 953, I.B.E.W.
2206 Highland Avenue
Eau Claire, WI 54701

SUBJECT: Staffing and Scheduling to Mitigate COVID-19 Exposure

Dear Mr. Sandberg:

On Tuesday, March 31, 2020 Dairyland Power Cooperative and I.B.E.W. 953 agreed to staffing and scheduling arrangements to mitigate potential COVID-19 exposure to employees at JPM and G-3 (See attached Alma Site COVID-19 Response Plan Staff Reduction Step and Genoa Site COVID-19 Response Plan Staff Reduction Step). I.B.E.W. 953 will be notified if adjustments to either plan become necessary. Likewise, if issues from this agreement are brought forward to Local Union 953, the Union will notify management of such and the parties agree to discuss potential changes.

The following will provide clarification to key scheduling and staffing issues:
The Labor Agreement language in Article IV - Classification and Wages; Section 4 Acting Foreperson. Paragraph (B) will not apply because a foreperson is still available and will be performing work from home. If an acting foreperson is sick or on vacation for 2 weeks or more, then this section of the contract will apply.

Overtime that is scheduled will be assigned to the crew which is actively working. Overtime resulting from call-in will first be directed to the active crew. If unable to reach personnel from the active crew, personnel from the inactive crew will then be called. Other situations that apply to assigning overtime to the working crew will continue to be addressed per the contract or past practice. A reserve employee may be contacted to report for overtime if Management deems a situation warrants it.

Employees assigned to work from home will be paid at their hourly rate of pay for hours normally scheduled. Employees working from home will be assigned work to perform. The employee may be asked to demonstrate timely completion of work.
Those employees who are working from home are required to be available and fit for duty during their regularly scheduled work hours. If contacted, they will be required to report to work within their normal commuting time (residence to plant).

Management will notify employees of any change to their schedules, per the labor agreement, after the initial implementation of the staffing and scheduling plans unless conditions develop that do not allow twenty-four (24) hour advance notice being required. All other scheduling changes will be per the Labor Agreement.

Management encourages that all employees remain at home (Safer at Home) during non-work hours. The goal of these staffing plans is to protect you and your fellow co-workers and to avoid having to take other scheduling actions.

This agreement is non-precedent setting and cannot be used by either party in future grievance or arbitration cases.

This Letter of Understanding will sunset as of June 1, 2020 but can be extended by mutual agreement of the parties. The staffing and scheduling arrangements can be discontinued earlier than June 1, 2020 by mutual agreement of the parties.

David Flaschberger  
Dairyland Power Cooperative  
Manager, Labor and Employee Relations

Martin Sandberg  
I.B.E.W. 953  
Business Manager
March 30, 2020

Mr. David Flaschberger  
Dairyland Power Cooperative  
Manager, Labor Relations  
3200 East Ave., S.  
P. O. Box 817  
La Crosse, WI 54602

RE: Staggered Start and End Times in the Plants

Dear Mr. Flaschberger:

This letter is documentation of the understanding and agreement between Local Union 953 and Dairyland Power Cooperative (DPC) that was reached on March 20, 2020.

Due to the COVID-19 pandemic and in an effort to minimize risk of exposure to the virus for plant personnel by attempting to reduce social gathering in the workplace, the parties agreed to stagger start, end, and break times. Start times may be staggered by 15-minute intervals between 6:30 a.m. and 7:30 a.m. Start times between 6:00 a.m. and 6:30 a.m. may be established if agreed to by the impacted employees.

In addition, break times (including lunch break) may be staggered in an effort to reduce the number of employees gathered together in one area.

This agreement does not apply to Operations personnel.

This agreement does not set any precedence or practice.

This agreement expires at the end of the pandemic but not later than June 1, 2020. It may be extended by mutual agreement between Local Union 953 and DPC.

[Signatures]

David Flaschberger  
Manager, Labor Relations - DPC  
Dated

Martin Sandberg  
Business Manager - Local 953  
Dated 3/30/2020
March 24, 2020

Eric Williams
IBEW Local #53
1100 Admiral Boulevard
Kansas City, MO 64106

Dear Eric,

As we discussed, the Cooperative and the Union have agreed on a non-precedential basis to temporarily alter the work schedule in the Coal Yard department at New Madrid in response to the COVID-19 pandemic. The purposes of the schedule changes and other terms outlined below are to isolate crews, increase social distancing between employees, and protect the health of the Cooperative’s employees and the public. As part of this agreement, the Union agrees to waive the sixty-day period for advance notice of the schedule changes, as outlined in Article X, Section 1 of the CBA. The schedule changes outlined below will be effective March 25, 2020, and will remain in place for a temporary, yet undetermined period of time. The Cooperative reserves the right to terminate this agreement upon providing fourteen (14) days written notice of termination to the Union. The termination will be effective on the first day of the work week following the fourteenth day from the date of the written notice.

The Cooperative, at its sole discretion, will schedule Coal Yard employees in accordance with the attached document (Coal Yard Schedule) which outlines how the above-referenced employees will be scheduled to work for this temporary period, with the following stipulations:

1. Coal Yard personnel listed as “paid on-call” will be required to answer the phone or respond to a voicemail or text message within approximately 30 minutes of when voicemail or text was sent; failure to respond within 30 minutes and report to work within a reasonable time will result in the employee being charged PTO for that shift, and it will be counted as an Emergency PTO (PTOE).

2. Employees will not receive call-in pay for being called in on a day when they’re listed as “paid on-call”.

THOMAS HILL ENERGY CENTER
Power Division
5693 Highway F
Clifton Hill, MO 65244
660-261-4211 FAX 660-261-3276
3. Coal Yard personnel listed as “paid on-call” are expected to take reasonable precautions to limit his/her exposure to the virus by following the COVID-19 protection guidelines issued by the CDC.

4. Hours listed as “paid on-call” will count as hours worked for the purposes of calculating overtime.

5. Employees who are scheduled as “paid on-call” on an observed holiday will receive pay as if they were working on the holiday. Employees not required to work on the observed holiday will receive 8 hours of holiday pay.

6. After March 25, 2020, employee movement to a different shift will not be allowed; i.e. no rebidding shifts or swapping crews.

7. This schedule will not impact PTO accruals.

8. Management and the Union commit to periodic re-evaluations of this agreement as the COVID-19 pandemic progresses.

If you have any questions regarding this matter, please don’t hesitate to contact me at 660-261-3274.

Sincerely,

Tammy Mason
Manager, Labor Relations

Coal Yard Department shift schedules as outlined above accepted and agreed to by the Union:

By______________________________ Date____________________

Eric Williams

cc: Manny Zeringue
Jordan Lawyer
Chris Marquez
Lisa Greer
## Coal Yard Schedule

### Week 1:

<table>
<thead>
<tr>
<th>Shift Time</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>19:00 - 07:00</td>
<td>B Crew</td>
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<td>A Crew</td>
<td>B Crew</td>
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<td>A Crew</td>
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<td>07:00 - 19:00</td>
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### Week 2:

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<th>Shift Time</th>
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<tr>
<td>19:00 - 07:00</td>
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<td>A Crew</td>
<td>A Crew</td>
<td>B Crew</td>
<td>B Crew</td>
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<td>07:00 - 19:00</td>
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### Note:

1. All personnel who are paid on call must return a call / text within 30 minutes to prevent a PTO day from being charged.
2. Personnel will rotate a complete cycle on "paid on call"; this will not be rotated daily.
March 20, 2020

Eric Williams
IBEW Local #53
1100 Admiral Boulevard
Kansas City, MO 64106

Dear Eric,

As we discussed, the Cooperative and the Union have agreed on a non-precedential basis to temporarily alter the work schedule in the Mechanical Maintenance, Electrical Maintenance, Instrumentation Maintenance, Chemical Lab, Warehouse and Custodial departments at New Madrid in response to the COVID-19 pandemic. The purposes of the schedule changes and other terms outlined below are to isolate crews, increase social distancing between employees, and protect the health of the Cooperative’s employees and the public. As part of this agreement, the Union agrees to waive the sixty-day period for advance notice of the schedule changes, as outlined in Article X, Section 1 of the CBA. The schedule changes outlined below will be effective March 23, 2020, and will remain in place for a temporary, yet undetermined period of time. The Cooperative reserves the right to terminate this agreement upon providing fourteen (14) days written notice of termination to the other. The termination will be effective on the first day of the work week following the fourteenth day from the date of the written notice.

The Cooperative, at its sole discretion, will schedule employees in the above-mentioned departments for four (4) ten (10) hour days per regular work week. However, one (1) 10 (ten) hour shift during each work week will consist of the employee remaining at home with pay, and available to report to work for his/her normal shift. The attached document (Alternative Work Schedule 2A) outlines how the above-referenced employees will be scheduled to work for this temporary period, with the following stipulations:

1. Maintenance personnel listed as “paid on-call” will be required to answer the phone or respond to a voicemail or text message within approximately 30 minutes of when voicemail or text was sent; failure to respond within 30 minutes and report to work within a reasonable time will result in the employee being charged PTO for that shift, and it may be counted as an Emergency PTO (PTOE).

2. Employees will not receive call-in pay for being called in on a day when they’re listed as “paid on-call”.

THOMAS HILL ENERGY CENTER
Power Division
5693 Highway F
Clifton Hill, MO  65244
660-261-4211   FAX 660-261-3276
associated electric cooperative, inc.
3. Maintenance personnel scheduled as “paid on-call” are expected to take reasonable precautions to limit his/her exposure to the virus by following the COVID-19 protection guidelines issued by the CDC.

4. Hours listed as “paid on-call” will count as hours worked for the purposes of calculating overtime.

5. Time worked within forty hours covered by the 10-hour shifts will be paid at straight time.

6. Employees who are scheduled as “paid on-call” on an observed holiday will receive pay as if they were working on the holiday. Employees not required to work on the observed holiday will receive 8 hours of holiday pay.

7. After March 23, 2020, employee movement to a different shift will not be allowed; i.e. no rebidding shifts or swapping crews.

8. This schedule will not impact PTO accruals. PTO taken on a full day on which an employee is scheduled for a 10-hour shift will be charged at 10 hours of straight pay for that day.

9. Management and the Union commit to periodic re-evaluations of this agreement as the COVID-19 pandemic progresses.

If you have any questions regarding this matter, please don’t hesitate to contact me at 660-261-3274.

Sincerely,

Tammy Mason
Manager, Labor Relations

**Department shift schedules as outlined above accepted and agreed to by the Union:**

By___________________________ ______________________

   Eric Williams  
   Date

cc: Manny Zeringue
    Jordan Lawyer
    Chris Marquez
    Lisa Greer
<table>
<thead>
<tr>
<th>Group 1 (14 Mechanics, 4 Electricians, 3 I&amp;C)</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<th>Saturday</th>
<th>Sunday</th>
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<table>
<thead>
<tr>
<th>Group 2 (7 Mechanics, 4 Electricians, 3 I&amp;C’s)</th>
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<table>
<thead>
<tr>
<th>Group 3 (3 Mechanics, 1 Electricians, 1 I&amp;C’s)</th>
<th>Monday</th>
<th>Tuesday</th>
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<td>19:30 - 0600</td>
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<table>
<thead>
<tr>
<th>Group 4 (3 Mechanics, 1 Electricians, 1 I&amp;C’s)</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
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Management Rotation would mimic Schedule 2A

Notes:
(1) Maintenance personnel listed as paid on call, would be required to answer the phone or respond to a voicemail or text message within 30 minutes of when voicemail or text was sent; failure to respond and report to work within a reasonable time will result in the employee being charged PTO for the duration of the shift. We understand that there may be times when messages and VM's don't hit the phones immediately and will extend some grace on this, provided it does not happen routinely.

(2) Once shifts are started, there will be no movement allowed; i.e., swapping crews.

(3) This schedule will not impact employee PTO accruals.

(4) Shift schedules will resume to normal shift schedules with a 14-day notice from when management deems COVID-19 is no longer an issue impacting the plant.
March 20, 2020

Eric Williams
IBEW Local #53
1100 Admiral Boulevard
Kansas City, MO 64106

Dear Eric,

As we discussed, the Cooperative and the Union have agreed on a non-precedential basis to temporarily alter the work schedule in the Operations department at New Madrid in response to the COVID-19 pandemic. The purposes of the schedule changes and other terms outlined below are to isolate crews, increase social distancing between employees, and protect the health of the Cooperative’s employees and the public. As part of this agreement, the Union agrees to waive the sixty-day period for advance notice of the schedule changes, as outlined in Article X, Section 1 of the CBA. The schedule changes outlined below will be effective March 21, 2020, and will remain in place for a temporary, yet undetermined period of time. The Cooperative reserves the right to terminate this agreement upon providing fourteen (14) days written notice of termination to the other. The termination will be effective on the first day of the work week following the fourteenth day from the date of the written notice.

The Cooperative, at its sole discretion, will schedule Operations employees in accordance with the attached document (Operations Schedule A) which outlines how the above-referenced employees will be scheduled to work for this temporary period, with the following stipulations:

1. Operations personnel listed as “paid on-call” will be required to answer the phone or respond to a voicemail or text message within approximately 30 minutes of when voicemail or text was sent; failure to respond within 30 minutes and report to work within a reasonable time will result in the employee being charged PTO for that shift, and it will be counted as an Emergency PTO (PTOE).

2. Employees will not receive call-in pay for being called in on a day when they’re listed as “paid on-call”.
3. Operations personnel listed as “paid on-call” are expected to take reasonable precautions to limit his/her exposure to the virus by following the COVID-19 protection guidelines issued by the CDC.

4. Hours listed as “paid on-call” will count as hours worked for the purposes of calculating overtime.

5. Employees who are scheduled as “paid on-call” on an observed holiday will receive pay as if they were working on the holiday. Employees not required to work on the observed holiday will receive 8 hours of holiday pay.

6. After March 21, 2020, employee movement to a different shift will not be allowed; i.e. no rebidding shifts or swapping crews.

7. This schedule will not impact PTO accruals.

8. Management and the Union commit to periodic re-evaluations of this agreement as the COVID-19 pandemic progresses.

If you have any questions regarding this matter, please don’t hesitate to contact me at 660-261-3274.

Sincerely,

Tammy Mason
Manager, Labor Relations

**Operations Department shift schedules as outlined above accepted and agreed to by the Union:**

By____________________________________   ______________

   Eric Williams   Date

cc: Manny Zeringue
    Jordan Lawyer
    Chris Marquez
    Lisa Greer
### Operations Schedule A

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**Notes:**
1. Each time a shift rotates from days to nights there would be 1 CRO + 1 ACRO + 1 AO that would stay at home and be on call.
2. Operators that are at home would be required to return a call or message within 30 minutes or would have to use PTOE for the day or night.
3. Lab Techs will follow the 3x10 rotation that maintenance personnel are following.
COVID-19 Pandemic Letter of Understanding for Alternative Schedules

by and between

Evergy, Inc.

International Brotherhood of Electrical Workers

Local Union Number 412

Evergy and IBEW 412 have found the need to reduce social interactions at Evergy East Generating Facilities due to the COVID-19 Pandemic spreading across the world. During this pandemic the VP of Generation Supply and IBEW 412 Business Manager have declared an emergency effective March 24, 2020 per Article VIII Section 17. One of these measures includes reducing the number of personnel rotating through the generating facilities during a two-week period. Evergy and IBEW 412 has determined that establishing this Letter of Understanding for temporarily adjusting schedules will reduce the likelihood of community spread.

Once Evergy Management determines the need to implement the Alternative Schedule for a specific generating facility, operations will switch to the schedule described below.

Operations (Boiler and/or Fuels)

**Schedule**

a. Operations will work 12-hour shifts for 14 consecutive days before swapping personnel.
   - Day Shift hours will be from 0630-1830
   - Night Shift hours will be from 1830-0630

b. Operators base schedule will remain an 8-hours/day 5-days/week schedule.

c. Operators will keep their normal days off and will be paid on 1.5x on their Saturday and 2x on their Sunday.

d. Reserve operators will be placed on administrative leave based on an 8-hours/day 5-days/week. They will be required to answer the phone based on normal schedule. Employees on off hours or on their weekend will not be required to answer but are encouraged to answer.

   Reserve employees are expected to answer their phones immediately. If needed, we will call the most senior by classification first, we will force by junior qualified in classification needed. If the call is missed, the employee is expected to return the call within 10 minutes. Employees being called to work are expected to report in a reasonable amount of time.

e. The alternative schedule period will start on a Sunday 1830 and end on a Sunday 1830 14 days later. If the need is determined to start mid-cycle, the first rotation will last up to 20 consecutive days.

f. Management reserves the right to determine when to start and stop the alternative schedule. The alternative schedule may be started or stopped mid-cycle. Operations staff will be given at least 24 hour notice.

g. During this declared emergency this alternative schedule will not be considered a permanent schedule change therefore Article VIII Section 7 (b) will not apply.

h. Employees who are on administrative leave on their off rotation will not be eligible for normal overtime call in. The employees will only be called in for emergency replacement for those who are on their working rotation.
i. When Evergy Management determines alternative schedules are no longer needed operations will return to their normal shift based on permanent schedule in effect.

j. Should sequestering be deemed necessary this alternative schedule could be used to transition from Enhanced Social Distancing to Sequestration.

Employee Selection

a. Volunteers will be solicited for each schedule based on seniority until the desired number of personnel requested by management is met. It may be necessary to adjust volunteers based upon qualifications.

b. All employees must select a rotation to work. If uncomfortable working with fellow employees with the nature of the virus, employees are encouraged to work through the accommodation process with HR.

Pay

a. Pay will be per the collective bargaining agreement using 8-hours/day 5-days/week with Saturday (1.5x) and Sunday (2.0x) as premium days for the base schedule.

b. Paid leave, if approved, will be charged accordingly based off the base schedule.

Home Quarantine:

Due to the highly contagious nature of a pandemic virus, it will be prudent to quarantine employees prior to returning to work in an Evergy facility. The recommended length of quarantine at the date of this agreement is a period of at least 14 days. However, depending on the characteristics of the virus, this quarantine period may change.

Employees would be expected to follow CDC, MO DHSS, KDHE, and Evergy guidance and practices.

Employee and Evergy responsibilities at home will include, but are not limited to the following, prior to and during a quarantine period:

Employee Responsibilities:

a. All family members and individuals living in the home will be encouraged, to the extent possible, not to leave the home during the quarantine period.

b. Employee will immediately report any COVID-19-like symptoms of their family members or individuals living in the home to their supervisor or manager. Employees are urged to self-monitor temperature and report a temperature higher than 100.4°F, as set forth by the CDC.

c. If an employee or family member is diagnosed with COVID-19, the employee will not be eligible to report to work until at least 14 days after the employee or family member has tested negative for the COVID-19

This Letter of Understanding is effective from date of execution of this agreement until deemed by Evergy that we are no longer in a state of pandemic emergency.

[Signatures]

Danny Lichtenaue 4/1/2020
Labor Relations
Evergy, Inc.

Randy Adams
Business Manager
IBEW Local Union 412

Date 4/1/2020
MEMORANDUM OF UNDERSTANDING
T&D AND CONSTRUCTION
ADDITIONS TO OPERATIONS DURING COVID-19 CORONAVIRUS PANDEMIC
IBEW LOCAL UNION NO. 763

When the OPPD Business Continuity Team declares an Infectious Disease Level 4 for the communities that OPPD serves, all efforts will be focused on maintaining electric service. During the time that OPPD is at declared Infectious Disease Level 4 (“time period”), the Troubleshooter position will be a critical position and will be staffed. Below are the parameters of staffing such position and parameters for obtaining additional personnel to ensure electric service to OPPD customers.

IMPACTED DEPARTMENTS:
The classifications in departments 521, 523, 524, 525, and 529 will be impacted by this Agreement.

STAFFING:
Metro Troubleshooters will be staffed, on a voluntary basis, during this time period.

- Management will first ask employees who are currently in the Metro Troubleshooter classification to volunteer to work during such time period.

- If the positions are not filled by employees currently holding the Metro Troubleshooter classification, Management will then ask current Line Department employees who previously held the classification of Troubleshooter for volunteers. Volunteers will be selected based on seniority.

- If any of the positions remain unfilled, Management will then ask all remaining qualified employees in the Line Technician classification for volunteers. Volunteers will be selected based on seniority.

- If an insufficient number of employees volunteer, Management will designate individuals to fill the vacant positions by low seniority with appropriate qualifications.

- If more employees volunteer than are needed, the Metro Troubleshooter position will be filled according to seniority and qualification.

All employees who volunteer to work in the Metro Troubleshooter position will be paid at the Troubleshooter hourly wage rate unless the volunteer is currently a Working Line Crew Leader. Working Line Crew Leaders will maintain their hourly rate of pay.

SCHEDULE:
All employees who volunteer to staff a Metro Troubleshooter position will be assigned to an eight (8) hour shift.
BASE HOURS:
All employees other than Metro Troubleshooters or employees temporarily working as a Troubleshooter will be assigned the following base hours:

- 8:00 AM – 4:00 PM Monday through Friday
- A lunch break will not be scheduled

Employees will be paid straight time for all hours not worked during such base hours.

CALLOUTS:
Employees may be called in to work from their homes as necessary to maintain electrical service to OPPD customers.

- **Rural**: Employees assigned to a Rural Office and are assigned to an on-call schedule will have the ability to volunteer to maintain their current on-call schedule. If an employee does not want to remain on-call during this time period, they will be required to immediately notify their supervisor and they will be removed from the automated callout system (ACO) for this time period. If no one is assigned to the on-call schedule during a specific week, employees who have volunteered to remain in the ACO will be called out by low overtime.

- **Metro**: Employees assigned to a metro center will be asked to volunteer to be called out during this time period. Employees who volunteer will remain in the ACO.

Employees will not be charged a vacation day or a “No” mark if they decline a callout.

All employees who are called to work will be paid for a minimum callout of three (3) hours.

If an employee is called to work during their assigned base hours, the employee will be paid for their base hours plus either 50% to base (code 512) or 100% to base (code 524). Minimum callout codes will not be used in this scenario; all time regardless of hours worked should be coded using either code 512 or code 524.

If an employee is called out outside of their scheduled base hours, the employee will be paid time and one-half for the first accumulative eight (8) hours worked and double time for all subsequent hours.

Once an employee is paid time and one-half for eight (8) hours worked or deemed to have been worked (minimum callout and/or time to eat a meal) either during their base hours or outside of their base hours, the employee will be paid at double time for all hours worked until OPPD is no longer at Infectious Disease Level 4.
MEALS:
When an employee reports for a callout and works overtime for four (4) hours, the employee will receive a meal allowance of eighteen (18) dollars. The meal allowance will continue at six (6) hours of work thereafter until released from duty.

If employees are working scheduled overtime, they will be paid a meal at ten (10) hours of work. It is not the intent to schedule overtime work but may be necessary due to operational needs.

STORMS:
In the event of a declared Level I or Level II storm all employees will be callout per the Collective Bargaining Agreement.

Management will determine and notify employees which centers will be open and where to obtain needed materials.

PARAMETERS:

- It is the intention of OPPD to make this temporary change available to employees as defined above who are covered under the Agreement of IBEW Local Union No. 763.

- Employees should be following the OPPD Infectious Disease Plan and the Pandemic Plan MOU which details staffing necessities in support of critical functions.

- This agreement does not limit the Union's ability to revisit, renegotiate, grieve, or take any other action on such leave at a later time.

This memorandum will become effective on the date of March 21, 2020 and shall be confirmed at negotiations between OPPD and IBEW Local No. 763 prior to June 1, 2022. IN WITNESS WHEREOF, the parties have executed this Memorandum this 21st day of March, 2020.
3-12 HOUR SCHEDULE AGREEMENT
IBEW, Local 1439
March 25, 2020

The Company and the Union agree to the following 12-hour schedules may be utilized while the COVID-19 related concerns are being addressed.

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1. Operating Centers will be polled to determine if they wish to go to an alternate schedule. A majority of employees at an Operating Center must agree to an alternate schedule. For those location electing to go to this alternate schedule, the Company will determine schedule for individual groups (pods).

2. The hours for this schedule will be 6AM – 6PM. These hours may be adjusted with local management approval.

3. Employees will be compensated for 40 hours of straight-time per week.

4. Callout overtime will be handled as outlined on Page 2.

5. Holidays – Employees whose services are not essential to uninterrupted service will be allowed to be absent from duty without loss of the day’s pay (12 hours). When a holiday falls on an employee’s regularly scheduled day off, Monday thru Friday, they shall receive an additional eight hours pay at the regular rate.

6. Vacations – Entitlements to be taken by hours with six (6) hours for half-day and twelve (12) hours for a full-day. Vacation may be taken incrementally in hours up to six (6) hours.

7. Death-in-Family, Time Off for Pallbearer of Employee, Time Off to Vote, and Service as an Election Judge, Jury Duty – Payment shall be allotted in twelve (12) hour increments.

8. Sick Leave – Allowance to be used in hours. A full day’s absence will be charged in twelve (12) hour increments.

9. Meals – Employees shall eat their meal as the job permits (catch as catch can) and the scheduled meal period shall be paid as time worked, all other meals shall be paid in accordance with the labor agreement.

10. Breaks – Two (2) fifteen (15) minute breaks will be allowed for the twelve (12) hour shift.

11. Either party may withdraw from this agreement with seven days written notice.
12. This agreement is being entered into a non-precedent setting basis under the pandemic COVID-19 circumstances. It may not be used by either party to support their position in any other matter.

13. This agreement expires May 31, 2020, unless the parties mutually agree to extend.

AGREED:

FOR THE COMPANY

FOR THE UNION

[Signatures]
### THREE GROUP ROTATIONS

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- **Week 1**: a, b, c, b, c, a, c, a, b, a, b, c, c, a, b, a, b, c
- **Week 2**: b, c, a, c, a, b, a, b, c, c, a, b, a, b, c, b, c, a
- **Week 3**: b, c, a, a, b, c, b, c, a, c, a, b, a, b, c, b, c, a, c, a, b

### Instructions:

- On Monday of week 1, call pods in order of a, b, c
- On Tuesday of week 1, call pods in order of b, c, a
- If still don't get a crew, go to other OP Center, but use their pod order.

### TWO GROUP ROTATIONS

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<tbody>
<tr>
<td>A</td>
<td>12</td>
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<td>B</td>
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<td>12</td>
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</tbody>
</table>

- **Week 1**: a, b, a, b, a, b, b, a, b, a, b, a, b, b, a
- **Week 2**: a, b, a, b, b, a, b, a, b, b, a, b, a, b, a, b
Callaway Staffing Agreement  
Between Callaway Energy Center and  
IBEW, Local Union No. 1439  

To help safeguard the safety and health of our coworkers and ensure Callaway Energy Center (CEC) has the staffing resources available to maintain continuous operations while addressing COVID-19-related concerns. This Agreement pertains only to the Callaway Energy Center due to its unique licensing and regulatory requirements, and shall not apply to any other Energy Center or department. To this end, the Agreement is as follows:

As soon as practicable, the Company will canvass classifications necessary to fill four (4) rotations of two (2)-week continuous schedules. As part of this process, Stores employees will be canvassed to work on these rotations are referred to as "Continuity Crew(s)" or "Crew(s)" in this Agreement. The Company maintains the right to determine the staffing levels and the classifications that will be used and filled for the Continuity Crews under this Agreement.

1. The Company will determine when the first Continuity Crew will begin its assignment. Once this date has been determined, the Company will notify the Union and Stores employee as soon as practical and at least 12 hours before start date and time.

2. Employees' work schedule while on a Continuity Crew two-week continuous schedules rotation ("Two-week Rotation") will be 0700-1900, seven days a week. Continuity Crews will develop their schedules and rotation. Between 1900 and 0700, Continuity Crew Members will remain onsite at the CEC and must be in non-working areas and observe appropriate safety and health policies set by CEC and consistent with any special Company guidelines regarding COVID-19.

3. Employees should be prepared with personal necessities, such as clean clothing, PPE, personal hygiene items, entertainment items, books, magazines, personal phones, chargers, etc. All items must be consistent with Ameren CEC's regular work policies.

4. The Company will provide sleeping accommodations, three meals daily, appropriate restroom/shower facilities, lockers for items and laundry facilities onsite at the CEC.

5. Employees will be compensated as follows: Monday through Friday, eight (8) hours straight time and sixteen (16) hours overtime at two times their wage rate; Saturday and Sunday twenty-four (24) hours each day and at two times their wage rate. The shift is expected to occur twice, consecutively, for each Continuity Crew.

   a. If the Stores employee leaves the planned Two-week Rotation early for any reason, the employee's schedule will revert back to his/her normal schedule and pay.

   b. If a Stores employee becomes unable to work due to illness during the Two-week Rotation, the employee will be paid only for actual hours worked consistent with the Continuity Crew schedule and pay. Any sick pay will be consistent with the Company's regular sick pay policies and not at Continuity Crew pay rates.

6. No schedule change payments will be paid under this Agreement.
7. The Company will begin canvassing as soon as practicable upon signing this Agreement, with the understanding that implementation of the Two-week Rotations, if necessary, will be on a date yet to be determined. After the initial canvassing schedule of Continuity Crews and the Two-week Rotations are made, at implementation, it is understood that the Stores employee may no longer be available to work their shift for a variety of reasons, including due to the extenuating circumstances involving the COVID-19 pandemic. Given this COVID-19 pandemic, if the Company is unable to fill Continuity Crew positions, after normal canvassing, management may fill the positions as needed with management personnel or other emergency sources.

8. The Company will determine if/when the Two-week Rotations will begin and when it will end. The Company may cancel a Two-week Rotations at any time, including during the scheduled Continuity Crew Two-week Rotations. Continuity Crew Members will only be paid Continuity Crew pay rate for actual time worked on Continuity Crew at the CEC. If at any time the continuity crews end sequestration and the need arises to re-sequester, then a re-canvass will be performed.

9. Crew Members must adhere to all regular Ameren safety and conduct policies at all times while they are serving on the Continuity Crew at the CEC, including continuing to observe current safety, health and hygiene practices instituted by the Company during the COVID-19 pandemic (i.e. social distancing, etc.).

10. Stores employees who leave the Callaway Energy Center during their scheduled two-week rotation will not be allowed to return during that two-week rotation, unless Management, with approval by Plant Director, in its sole discretion, determines it may be done based on its health and safety assessment of the returning Stores employee and those currently working Continuity Crew. If Management determines that the vacated position is to be filled, the most current overtime list will be used.

11. Employees who have accepted a Two-week Rotation as well as those who may be called in per the overtime list are expected to adhere to Ameren's expectation that employees remain home during their normal work hours and Ameren's travel restrictions to minimize their risk of COVID-19 exposure. In addition, employees should:

   a. Practice social distancing: Avoid crowds of people. Refrain from attending events involving 10 or more persons, any large events. Where possible, maintain at least six feet between people.

   b. Adhere to the CDC's travel restrictions during the period you have been designated as a potential Crew Member and working the Continuity assignment. If you or someone in your household travel or have traveled through states or locations restricted by CDC or have taken a cruise to any destination in the 30 days preceding your Continuity Crew assignment, you will not eligible to work on any Continuity Crew until you complete a mandatory 14-day quarantine upon your return.

   c. Abide by any other related measures associated with COVID-19 put in place by Federal, Local authorities or the Company while this Agreement is in effect.

Failing to observe any these expectations may result in loss of eligibility to work on the previously scheduled Continuity Crew or a future Continuity Crew.
12. Stores employees who are not onsite during Continuity Crew rotations are expected to be reachable by phone during their normal schedule unless alternate arrangements have been made with their supervisor.

13. Employees not onsite will be paid normal straight-time wages for 40 hours per week during this period, unless they are otherwise unable to work, for which they would be paid according to applicable paid or unpaid leave policies, i.e. sick, disabled, on leave, vacation.

14. All entry to the Callaway Energy Center to work on a Continuity Crew will be contingent on a health screening and management approval prior to Crew member's respective assignment.

15. The Company reserves the right to end a rotation early at which time the Crew Members onsite will return to their regular work schedule, pay, and policies.

16. Employees may be required to arrive at screening facilities prior to the Two-week Rotation start time. No addition pay will be provided for this additional time.

17. The Agreement is being entered into on a non-precedent setting basis under the pandemic COVID-19 circumstances. It may not be used by either party to support their position in any other matter.

18. This agreement will end no later than July 31, 2020, unless extended by both the company and the union.

Agreed:

For the Company:

LaDawn Ostmann 3/27/2020

Ameren Missouri

For the Union:

Jeremy Pour 3/27/2020

IBEW, Local 1439
The Company and the Union agree to the following 12-hour schedules may be utilized in the Meter Department while the COVID-19 related concerns are being addressed.

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<th>MON</th>
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<tbody>
<tr>
<td>Schedule 1</td>
<td>12</td>
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<td>12</td>
<td>OFF</td>
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<td>OFF</td>
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<tr>
<td>Schedule 2</td>
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<td>OFF</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>OFF</td>
</tr>
</tbody>
</table>

1. Employees will be compensated for 40 hours of straight-time per week.
2. Schedule selection will offered in seniority order.
3. Sunday overtime will be offered to alternating shifts beginning with Schedule 1.
4. Work on Saturday will be compensated at the overtime rate of 1.8.
5. Holidays – Employees whose services are not essential to uninterrupted service will be allowed to be absent from duty without loss of the day’s pay (12 hours). When a holiday falls on an employee’s regularly scheduled day off, Monday thru Friday, they shall receive an additional eight hours pay at the regular rate.
6. Vacations – Entitlements to be taken by hours with six (6) hours for half-day and twelve (12) hours for a full-day.
7. Death-in-Family, Time Off for Pallbearer of Employee, Time Off to Vote, and Service as an Election Judge, Jury Duty – Payment shall be allotted in twelve (12) hour increments.
8. Sick Leave – Allowance to be used in hours. A full day’s absence will be charged in twelve (12) hour increments. Vacation may be taken incrementally in hours up to six (6) hours.
9. Meals – Employees shall eat their meal as the job permits (catch as catch can) and the scheduled meal period shall be paid as time worked, all other meals shall be paid in accordance with the labor agreement.
10. Breaks – Two (2) fifteen (15) minute breaks will be allowed for the twelve (12) hour shift.
11. Either party may withdraw from this agreement with seven days written notice.
12. This agreement is being entered into a non-precedent setting basis under the pandemic COVID-19 circumstances. It may not be used by either party to support their position in any other matter.
13. This agreement expires May 31, 2020, unless the parties mutually agree to extend.

AGREED:

FOR THE COMPANY

FOR THE UNION
The Company and the Union agree to the following 12-hour schedules may be utilized in the Stores Department while the COVID-19 related concerns are being addressed.

<table>
<thead>
<tr>
<th>Team A</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
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</thead>
<tbody>
<tr>
<td>Week 1</td>
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<td>Week 2</td>
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<table>
<thead>
<tr>
<th>Team B</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
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</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>OFF</td>
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<tr>
<td>Week 2</td>
<td>12</td>
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<td>OFF</td>
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1. Employees will be compensated for 40 hours of straight-time per week.

2. After-hour callouts M-F will be first offered to the Team working that day. Sunday overtime will be offered first to the Team working the Saturday immediately prior.

3. Work on Saturday will be compensated at the overtime rate of 1.8.

4. Holidays – Employees whose services are not essential to uninterrupted service will be allowed to be absent from duty without loss of the day’s pay (12 hours). When a holiday falls on an employee’s regularly scheduled day off, Monday thru Friday, they shall receive an additional eight hours pay at the regular rate.

5. Vacations – Entitlements to be taken by hours with six (6) hours for half-day and twelve (12) hours for a full-day. Vacations picked prior to this agreement will be honored as 8-hour days. Any future vacations will be made in accordance with the hours an employee is scheduled to work.

6. Death-in-Family, Time Off for Pallbearer of Employee, Time Off to Vote, and Service as an Election Judge, Jury Duty – Payment shall be allotted in twelve (12) hour increments.

7. Sick Leave – Allowance to be used in hours. A full day’s absence will be charged in twelve (12) hour increments. Vacation may be taken incrementally in hours up to six (6) hours.

8. Meals – Employees shall eat their meal as the job permits (catch as catch can) and the scheduled meal period shall be paid as time worked, all other meals shall be paid in accordance with the labor agreement.

9. Breaks – Two (2) fifteen (15) minute breaks will be allowed for the twelve (12) hour shift.

10. Either party may withdraw from this agreement with seven days written notice.
STORES 3-12 HOUR SCHEDULE AGREEMENT  
IBEW, Local 1439  
March 26, 2020

11. This agreement is being entered into a non-precedent setting basis under the pandemic COVID-19 circumstances. It may not be used by either party to support their position in any other matter.

12. This agreement expires May 31, 2020, unless the parties mutually agree to extend.

AGREED:

FOR THE COMPANY  
FOR THE UNION  

[Signatures]

[Signatures]
TEMPORARY SCHEDULE CHANGE AGREEMENT
BETWEEN
BASIN ELECTRIC POWER COOPERATIVE - ANTELOPE VALLEY STATION
AND IBEW LOCAL 1593

The purpose of this agreement is to implement temporary schedule changes deemed necessary to help slow the spread of the COVID-19 virus among Antelope Valley Station (AVS) employees and contractors. Both parties declare and affirm that maintaining safe operation of an electric supply service is essential to the welfare of the public and that neither party shall use this side agreement to subterfuge the relationship or agreement in applying these terms to gain unilateral advantage at the expense of the other party. The parties agree that this side agreement shall have no past, present, or future precedence on any other schedule changes at AVS.

Effective __________, 2020, Basin Electric Power Cooperative (AVS Division) and the AVS Unit of the IBEW Local Union 1593 (Union), agree to the following temporary schedule and other changes to the current Collective Bargaining Contract:

- Operators (those employees working the 12hr shift schedule) on relief week will be at home on an "on call" basis.
  - By keeping these Operators at home for what will likely be 14 days, they will have time to make sure they are healthy or get healthy and be ready for work.
  - 32 hours of straight pay is guaranteed even if they do not get called to work.
  - If the relief operator is scheduled to fill a vacancy they will be required to work that shift.
  - Regarding "on call" - if there is a short notice vacancy on a Monday-Thursday dayshift, Operators will be called upon to fill that 12 hour shift. The rate of pay would be 8 hours straight time, and 4 hours overtime. These employees are expected to be available and in a ready to work status until 3pm each day.
  - Short notice vacancies on nights and weekends will be done as overtime callouts. The Relief Operators will be the last employees contacted.

- Maintenance Shops (Mechanics, Electricians, Instrument & Controls, Lab, Warehouse), Laborers, Mobile Equipment Mechanics and Coal Yard Operators will be split into two groups (half per group or as much as practical), Group 1 and Group 2, with each group working one week then having the next week off.
  - Putting employees in smaller groups will slow the spread of the virus if someone contracts it.
  - The week Group 1 is working they will also be the group that is called for overtime that week. Group 2 will be at home for the week receiving their normal 40 hours of pay but be in a ready status and available to work if need be during core work hours. Group 2 can be called for overtime in case of emergency or if someone from Group 1 does not answer the call, but the expectation is that Group 1 will take the call. The next week the groups would be reversed.
  - Coal Yard Operators will work five -10 hour days, Monday through Friday.

- Once the State and National emergency states are downgraded or if the COVID-19 threat is deemed to be minimal, all employees will go back to their normal schedules with 48 hours notice.

Jason Frank
3-26-2020
IBEW 1593 Business Agent

Chad Edwards
3/27/20
AVS Plant Manager
TEMPORARY SCHEDULE CHANGE AGREEMENT
BETWEEN
BASIN ELECTRIC POWER COOPERATIVE - LELAND OLDS STATION
AND IBEW LOCAL 1593

The purpose of this agreement is to implement temporary schedule changes deemed necessary to help slow the spread of the COVID-19 virus among Leland Olds Station (LOS) employees and contractors. Both parties declare and affirm that maintaining safe operation of an electric supply service is essential to the welfare of the public and that neither party shall use this side agreement to subterfuge the relationship or agreement in applying these terms to gain unilateral advantage at the expense of the other party. The parties agree that this side agreement shall have no past, present, or future precedence on any other schedule changes at LOS.

Effective ____________, 2020, Basin Electric Power Cooperative (LOS Division) and the LOS Unit of the IBEW Local Union 1593 (Union), agree to the following temporary schedule and other changes to the current Collective Bargaining Contract:

- Operators and C&Y (those employees working the 12hr shift schedule) on relief week will be at home on an “on call” basis.
  - By keeping these Operators at home for what will likely be 14 days they will have time to make sure they are healthy or get healthy and be ready for work.
  - 32 hours of straight pay is guaranteed even if they do not get called to work.
  - If the relief operator is scheduled to fill a vacancy they will be required to work that shift.
  - Regarding “on call” - if there is a short notice vacancy on a Monday-Friday dayshift Operators will be called upon to fill that 12 hour shift. The rate of pay would be 8 hours straight time, and 4 hours overtime. These employees are expected to be available and in a ready to work status until 3pm each day.
  - Short notice vacancies on nights and weekends will be done as overtime callouts. The Relief Operators will be the last employees contacted.
- Maintenance Shops (Mechanics, Electricians, Instrument & Controls, Lab, Warehouse) will be split into two groups (half per group or as much as practical), Group 1 and Group 2, with each group working one week then having the next week off.
  - Putting employees in smaller groups will slow the spread of the virus if someone contracts it.
  - The week Group 1 is working they will also be the group that is called for overtime that week. Group 2 will be at home for the week receiving their normal 40 hours of pay but be in a ready status and available to work if need be from 7am - 3:30pm. Group 2 can be called for overtime in case of emergency or if someone from Group 1 does not answer the call, but the expectation is that Group 1 will take the call. The next week the groups would be reversed.
- Once the State and National emergency states are downgraded or if the COVID-19 threat is deemed to be minimal all employees will go back to their normal schedules with 48-hours notice.

Jason Frank 3-26-2020
IBEW 1593 Business Agent

Jamey Backus 3-27-20
LOS Plant Manager
Date: March 18, 2020

To: Jason Frank, IBEW Local 1593

From: Wade Boeshans, President BNI Coal Ltd.

Subject: Coronavirus pandemic response plan

BNI has developed and Coronavirus pandemic response plan to protect the health and welfare of BNI employees and families and ensure we continue to provide the critical energy that our communities and our customers are relying on now more than ever. As part of its pandemic response plan, BNI is modifying its work schedule to remove overlap between 1st and 2nd shift employees to help contain the spread of the Coronavirus. BNI believes that removing the shift overlap will assist in creating social distance between employees by eliminating face to face interactions between 1st and 2nd shift employees and help contain the spread of the virus. The current work schedule includes a thirty minute overlap of 1st and 2nd shift employees. BNI is planning to change the shift start times for all eight and ten-hour shifts as follows:

10-hour shifts
First shift will start at 6:00 am and end at 4:00 pm.
Second shift will start at 4:30 pm and end at 2:30 am.

8-hour shifts
First shift will start at 7:00 am and end at 3:00 pm.
Second shift will start at 3:30 pm and end at 11:30 pm.

BNI’s plans to implement the modified work schedule on Monday March 23, 2020 and continue the modified schedule until the Coronavirus pandemic emergency is declared over by state and federal officials. BNI and IBEW mutually agree this change is non-precedent setting to address the current pandemic emergency. We believe this is a prudent and necessary response to protect the health and welfare of BNI employees and families.

Acknowledged by:

[Signature]
Wade Boeshans

[Signature]
Jason Frank

BNI COAL
1637 Burnt Boat Dr. Bismarck, ND 58503
DGC/I.B.E.W. LOCAL 1593
COVID - 19 TEMPORARY WORK SCHEDULE SIDE AGREEMENT

Dakota Gasification Company Employees represented by I.B.E.W. Local 1593 may be scheduled to an alternating work schedule to help with the spread of the COVID - 19 virus. Both parties agree to the scheduling parameters listed below and no contract violation will have occurred during this time of crisis. All other aspects of the collective bargaining agreement are still to be followed. The parties agree that this side agreement shall have no past, present, or future precedence on any other schedule changes at Dakota Gasification Company.

As discussed with the IBEW Local 1593 this schedule may need to be adjusted if this pandemic affects employees and the need to adjust in phases will have to take place and is subject to change by mutual agreement by both parties.

Tentatively effective March 30, 2020, through June 07, 2020 Dakota Gasification Company and the IBEW Local Union 1593 (Union), agree to the following temporary schedule and other changes to the current Collective Bargaining Contract:

Employees will be paid the applicable rate while working, straight time for the first 40 hours of the week and overtime after that. Each crew would be scheduled to work one holiday during the time of this temporary schedule.

Employees on their days off are expected to practice extreme caution and follow CDC recommendations of staying home unless necessary to get essential needs, such as medical, food, gas, etc., to avoid contacting COVID -19.

Employees are asked to practice social distancing by limited time in control rooms, staggering shift relief times, staggering break times and disinfecting your areas of contact, both coming on and going off shift.

Phase I

All Maintenance, Warehouse, Inspection and Lab crews normally scheduled for dayshift will be divided into two groups of similar skillsets as determined by management and will be placed on rotating 12 hour dayshifts and will follow either A/C days or B/D day crews.

Once the State and National emergency states are downgraded or if the COVID-19 threat is deemed to be minimal, all employees will go back to their normal schedules with 48 hours notice

Agreed:  
For Dakota Gasification Company, (Date)

For IBEW 1593, (Date)

Jason Frank 3-27-2020
**IBEW Third District**

- IBEW Local Union 94 and PSEG Services Corporation – Letter (Electric Distribution Sequestration Plan)
- IBEW Local Union 94 and PSEG Services Corporation – Letter (Fossil Sequestration Plan)
- IBEW Local Union 94 and PSEG Services Corporation – Letter (Fossil Work From Home Protocol)
- IBEW Local Union 94 and PSEG Services Corporation – Letter (Nuclear Sequestration Plan)
- IBEW Local Union 94 and PSEG Services Corporation – Letter (SERVCO Work From Home Protocol)
- IBEW Local Union 2154 and National Fuel Gas – GCOC Dispatcher Sequestration Agreement

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**IBEW Fourth District**

- IBEW Local Union 317 and Enerfab Power & Industrial, Inc. – Addendum
- IBEW Local Union 1347 and Miami Fort, Zimmer, and Dick's Creek Power Stations – MOA
- IBEW Local Union 2100 and Louisville Gas and Electric Company – Sequestration Agreement

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**IBEW Fifth District**

- IBEW System Council U-4 and Florida Power and Light – MOU
**IBEW Sixth District**

- IBEW Local Union 15 and Energy Services, Co., LLC – MOA (Kincaid Plant Sequester)
- IBEW Local Union 23 and Xcel Energy – Sequester of Employees On-Site
- IBEW Local Union 160 and Xcel Energy – LOA (Monticello / Prairie Island)
- IBEW Local Union 702 and Newton Power Plant – MOA (Plant Sequester)
- IBEW Local Union 965 and Alliant Energy – LOU (Guidelines for Sequestering Employees)
- IBEW Local Union 2150 and We Energies – Sequester Agreement

**IBEW Ninth District**

- IBEW Local Union 1245 and Pacific Gas and Electric Company – Letter Agreement (Sequestration)
- IBEW Local Union 1245 and Sacramento Municipal Utility District – Side Letter Agreement for Sequestration (DSO and PSO)

**IBEW Eleventh District**

- IBEW Local Union 763 and Omaha Public Power District – MOU
- IBEW Local Union 1439 and Ameren Missouri – Callaway Staffing Agreement
- IBEW Local Union 1521 and Metropolitan Utilities District of Omaha – MOU (Pandemic Isolation Policy)
March 21, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

ELECTRIC DISTRIBUTION COVID-19 SEQUESTRATION PLAN

Dear Mr. Thoman:

As part of PSE&G’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

- The Company will solicit volunteers from the Service Dispatcher classification at each of the four Divisions to be sequestered, at their respective divisions, on two (2) week rotations.
- The Company will determine the number of individuals it deems necessary to sequester at each Division for the two (2) week rotation. Once determined, the Company will inform the Union the identified headcount of Service Dispatchers by shift (day and night).
- The Company will select qualified volunteers in seniority order to fill the needed work assignments.
- Once selected to be sequestered, volunteers will be scheduled to work 16hrs, followed by 8hrs of rest time. Employees must remain onsite during the entire period of sequestration, including rest time. Such changes will be in line with Article III, Sections M and N.2.
- Compensation for work hours will be as follows, with the exception of Holidays, which will be paid pursuant to the parties’ collective bargaining agreement.

<table>
<thead>
<tr>
<th>COVID-19 Compensation for Weekly Sequestering</th>
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<tbody>
<tr>
<td>Day</td>
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<td>Saturday</td>
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<tr>
<td>Sunday</td>
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</tbody>
</table>

- The Company will provide sleeping accommodations and meals at the site.
- Volunteers who are scheduled to be sequestered will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week when they are not sequestered at their respective divisions.
- To the extent that the Company determines that additional volunteers are needed to fill a rotation, it will select from the pool of excess volunteers. In the event that there are not enough excess volunteers, the Company will ask for additional volunteers.

These measures will remain in place during the business continuity activation period, which is determined by the VP Electric Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Sincerely,

[Signature]
Curtis W. Bux
Labor Relations Manager

[Signature]
Kenneth Thoman, President
IBEW, Local Union 94
March 21, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

Fossil COVID-19 Sequestration Plan

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

- The Company will solicit volunteers from the Bergen, Linden, Sewaren 7, and Peaking stations to be sequestered, at their respective station, on two (2) week rotations.
- The Company will determine the number of individuals it deems necessary to sequester at each Fossil generating station for the two (2) week rotation. Once determined, the Company will inform the Union the identified headcount per classification and by shift (day and night).
- The Company will select qualified volunteers by classification in seniority order to fill the needed work assignments.
- Once selected to be sequestered, volunteers will be scheduled to work 16hrs, followed by 8hrs of rest time. Employees must remain onsite during the entire period of sequestration, including rest time. Such changes will be in line with Article III, Section M and N.2.
- Compensation for work hours will be as follows, with the exception of Holidays, which will be paid pursuant to the parties’ collective bargaining agreement:

<table>
<thead>
<tr>
<th>COVID-19 Compensation for Weekly Sequestration</th>
<th>7a-3p</th>
<th>3p-11p</th>
<th>11p-7a</th>
</tr>
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<tbody>
<tr>
<td>Monday</td>
<td>8 hours reg</td>
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<td>8 Sleep @ 1.5x</td>
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<td>Tuesday</td>
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<td>Sunday</td>
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<td>8 Sleep @ 1.5x</td>
</tr>
</tbody>
</table>
COVID-19 Compensation for Weekly Sequestering

<table>
<thead>
<tr>
<th>Night</th>
<th>11p-7a</th>
<th>7a-3p</th>
<th>3p-11p</th>
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</thead>
<tbody>
<tr>
<td>Monday</td>
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<td>8 Sleep @ 1.5x</td>
</tr>
</tbody>
</table>

- The Company will provide sleeping accommodations and meals at the site.
- Volunteers who are selected to be sequestered will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week when they are not sequestered at their respective station.
- To the extent that the Company determines that additional volunteers are needed to fill a rotation, it will select from the pool of excess volunteers. In the event that there are not enough excess volunteers, the Company will ask for additional volunteers.

These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

Fossil COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees
- The Company, may divide the non-shift (maintenance) workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
- One team will report to the generating station and will be compensated pursuant to the terms of the collective bargaining agreement. One team will work from home, ready for duty and will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week.
- Teams will alternate on a weekly basis between reporting to the station and working from home.
- Any overtime assignments including call outs occurring Monday through Friday will first be offered to the team assigned to the generating station that week utilizing current overtime list.
- Any weekend overtime assignments and call outs will be based upon normal overtime rules.
- Employees will be offered the opportunity in order of seniority preference, or assigned by inverse seniority as needed.
- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to your generating station within a reasonable time when called.
Shift Employees

- The company may ask employees on shift to work from home with pay when start notification times are increased with PJM as necessary. Employees will be asked by seniority, in their classification. The opportunity to work from home will be rotated by classification per shift rotation (i.e., 4 nights on, 3 days on, 3 nights on or 4 days on). If the plant is not called for service, the employees selected will work from home until their next scheduled rotation. The opportunity to work from home will not apply if all units are operating at your site. The Company maintains the right to change the number assigned based upon operational needs, after discussion with the union.

- The minimum qualified staffing needed to remain at the plant:
  - Sewaren 7 – 1 CRO on RSD
  - Linden one block operation
    - 2 LOs, 1 TO
  - Linden both blocks on RSD
    - 2 LOs
  - Bergen one block operation
    - 1 LO, 1 PO
  - Bergen both blocks on RSD
    - 1 LO, 1 PO
  - Kearny Peak ing is 3 CTOs while 100% of units are in service, 2 CTOs while 75% of the units are in service, and one CTO while 50% or less of the units are in service
  - Linden Peak ing 1 CTO on RSD
  - Burlington Peak ing 1 CTO while units are in service

- Those working from home will be compensated as if they were working their normal shift on-site.

- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to your generating station within a reasonable time when called.
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 21, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

Nuclear COVID-19 Sequestration Plan

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

- The Company will solicit volunteers from Salem and Hope Creek to be sequestered, at their respective station, on two (2) week rotations.

- The Company will determine the number of individuals it deems necessary to sequester at each station for the two (2) week rotation. Once determined, the Company will inform the Union the identified headcount per classification and by shift (day and night).

- The Company will select qualified volunteers by classification in seniority order to fill the needed work assignments.

- Once selected to be sequestered, volunteers will continue their current schedule. Employees must remain onsite during the entire period of sequestration, including rest time. Compensation for work time will be in accordance with the CBA. Hours outside of work time during sequestration will be at 1.5x the basic hourly rate.

- The Company will provide sleeping accommodations and meals at the site.

- Volunteers who are selected to be sequestered will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week when they are not sequestered at their respective station.
To the extent that the Company determines that additional volunteers are needed to fill a rotation, it will select from the pool of excess volunteers. In the event that there are not enough excess volunteers, the Company will ask for additional volunteers.

These measures will remain in place during the business continuity activation period, which is determined by the VP of Hope Creek and the VP Salem, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager—Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

SERVCO COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees

- The Company, may divide the maintenance workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
- One team will report to their home station and will be compensated pursuant to the terms of the collective bargaining agreement. One team will work from home, ready for duty and will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week.
- Teams will alternate on a weekly basis between reporting to the station and working from home.
- Any overtime assignments including call outs occurring Monday through Friday will first be offered to the team assigned to the generating station that week utilizing current overtime list.
- Any weekend overtime assignments and call outs will be based upon normal overtime rules.
- Employees will be offered the opportunity in order of seniority preference, or assigned by inverse seniority as needed.
- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to home station within a reasonable time when called.

- Those working from home will be compensated as if they were working their normal shift on-site.
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
These measures will remain in place during the business continuity activation period, which is determined by the SVP Fossil Operations, and are not intended to set a precedent for the future or intended to permanently modify the terms and conditions of the Collective Bargaining Agreement.

Respectfully,

Noel Cabrera
Manager – Labor Relations

Mr. Kenneth Thoman, President
IBEW Local 94
March 30, 2020

Mr. Kenneth Thoman, President
IBEW Local 94
219 Franklin St.
Hightstown, New Jersey 08520

SERVCO COVID-19 Bargaining Unit Work from Home Protocol

Dear Mr. Thoman:

As part of PSEG’s business continuity efforts relating to COVID-19, the Company and the Union have agreed to temporary operational modifications as follows:

Day Employees

- The Company, may divide the maintenance workforce into two teams. The Company maintains the right to change the number assigned to teams based upon operational needs, after discussion with the union.
- One team will report to their home station and will be compensated pursuant to the terms of the collective bargaining agreement. One team will work from home, ready for duty and will be compensated at their hourly rate of pay for 8 hours/day, 40 hours/week.
- Teams will alternate on a weekly basis between reporting to the station and working from home.
- Any overtime assignments including call outs occurring Monday through Friday will first be offered to the team assigned to the generating station that week utilizing current overtime list.
- Any weekend overtime assignments and call outs will be based upon normal overtime rules.
- Employees will be offered the opportunity in order of seniority preference, or assigned by inverse seniority as needed.
- Employees remaining at home must:
  - Check in daily with their supervisor to answer self-screening questions.
  - Remain at home ready to report and available by phone during their shift.
  - Assist with work activities while at home.
  - Be able to report to home station within a reasonable time when called.

- Those working from home will be compensated as if they were working their normal shift on-site.
Hi Kris,
Negotiated agreement, LU 2154/National Fuel Gas for the file.
Julie

---

From: IBEW 2154 <ibew2154@yahoo.com>
Sent: Friday, March 27, 2020 9:38 AM
To: Jay Lesch <LeschJ@natfuel.com>
Cc: Keith Richards <richardsk@natfuel.com>; Brett Laubisch <westfallshunter@hotmail.com>; Cosenza, Julie <Julie_Cosenza@IBEW.org>
Subject: Re: GCOC Dispatcher Sequestration Agreement - COVID-19

ibew 2154 agrees
On Friday, March 27, 2020, 9:36:02 AM EDT, Jay Lesch <leschj@natfuel.com> wrote:

I agree Jay

---

From: Keith Richards
Sent: Friday, March 27, 2020 9:22 AM
To: Jay Lesch <LeschJ@natfuel.com>; IBEW 2154 <ibew2154@yahoo.com> <ibew2154@yahoo.com>
Cc: westfallshunter@hotmail.com
Subject: GCOC Dispatcher Sequestration Agreement - COVID-19

See agreement below. Please indicate your agreement to this language and do a “Respond All”. This electronic signature from your email address with take the place of actual signatures.

Thanks,
Keith

The Company and Union mutually agree to the following regarding sequestration of GCOC Dispatchers during the COVID-19 emergency:
1) Employees will be sequestered 24 hours/day, 7 days/week.

2) Employees will be paid at the rate of 1.5X for all work hours.

3) Employees will receive 1X for all other/idle hours (non-work hours)

4) If/when the sequestration is expected to exceed the four-week schedule, the Company will meet with the Union to discuss other options, if any, for moving forward.

This agreement will remain in effect during the declared national and/or NYS emergency regarding COVID-19.

Please consider the environment before printing this email
March 20, 2020

Mr. Jacob Snyder
Vice President of Safety & Labor Relations
Enerfab Power & Industrial, Inc.
4955 Spring Grove Ave
Cincinnati, OH 45232

Dear Mr. Snyder:

This is to inform you that the National Maintenance Agreements Policy Committee (NMAPC) – Labor Section, has reviewed your communication dated March 17, 2020, requesting an addendum concerning the COVID-19 pandemic for work to be performed under the National Maintenance Agreements (NMAs) at the Lightstone Generation – Gavin Power Plant, located in Cheshire, Ohio.

Please be advised, the Committee has determined that this addendum request be approved.

Please be further advised that pursuant to NMAPC Policy Decision XXVIII – 1 entitled, “Proper Implementation of an Approved Addendum” any Employer seeking to invoke an addendum must be in possession of a current approved Site Extension Request (SER) that contains the appropriate addendum approval language. Further, this notice does not constitute permission for contractors to proceed under the National Maintenance Agreements. Successful contractors and or subcontractors must have in their possession approved SERs from the appropriate International Union(s) prior to commencing with the work at the aforementioned plant, regardless of actions determined by the NMAPC, Inc.

Further, successful contractors and/or subcontractors are directed to conduct Pre-Job Conferences; assign work to the appropriate crafts according to the recognized and traditional jurisdiction; and submit work hours to the NMAPC.

Please contact this office should you have any questions.

Very truly yours,

Stephen R. Lindauer
Impartial Secretary/CEO

SRL/mpd

cc: NMAPC Committee
    Mr. Mark Johnson –Tri-State Building Trades Council
    (all w/attachments)
March 17, 2020

Mr. Steve Lindauer  
Impartial Secretary and CEO  
NMPAC  
SLindauer@NMAPC.org  

Dear Mr. Lindauer,

I am writing to request consideration of the attached addendum to the National Maintenance Agreement for work at the Gavin, LLC - Gavin Power Plant, located in Cheshire, OH. The facility in question is a yellow card site with a 90% wage modification.

The proposed addendum is intended to address a unique situation created by the COVID 19 Pandemic. As you are aware, our infrastructure, including power plants such as Gavin must be able to run even in the midst of the Pandemic.

Gavin has a protocol regulated by the North American Electric Reliability Corporation. Part of the protocol involves stages, and once stage 4 is reached there is a site lockdown or quarantine component that must be instituted to critical employees.

In the case of Gavin, Enerfab and other contractors may be considered critical to the operation of the plant. In preparation for this, we must have flexibility to support the operation. Level 4 could be designated late this week, so an expedited answer would be greatly appreciated.

Thank you for your consideration. If you have any questions, please let me know.

Sincerely,

J. Jacob Snyder  
Vice President - HR, Safety, and Labor Relations  
513-482-7186

via email
Addendum to the National Maintenance Agreement for NERC Level 4 Protocol at the Gavin Power, LLC- Gavin Power Plant

Purpose and Intent

This Addendum to the National Maintenance Agreement (NMA) is being entered into to provide the owner, Gavin Power, LLC, with the needed assistance to continue operation of the plant in the event of a Level 4 event as designated in their NERC preparedness plan.

This Addendum will enable round the clock coverage under controlled conditions to limit hazards and contain obstacles. This Addendum will be executed by Site Extension Request and entered into by the applying contractor and the respective international unions signatory to the NMA. The owner is not signatory to this Addendum or the NMA.

This addendum will remain applicable until the COVID Pandemic has come to a close.

Changes and Covenants

Below are the requested changes, all other terms and conditions not described herein shall be covered by the standard NMA. In the event there is a contradiction between this Addendum and the NMA, this Addendum shall prevail.

1. When employees are asked and accept an assignment to remain on site 24/7, the following shall apply:
   a. Each employee shall be able to work up to 12 hours per day, the day is that defined by the National Maintenance Agreement.
   b. Each employee shall receive compensation (including benefits) as though they worked 16 hours each day while on site in accordance with the normal overtime provisions of the NMA.
   c. The site shall provide housing, wash facilities, and cleaning facilities or services. Further, the facility shall furnish food, 3 meals per day, and non-alcoholic beverages to all on site craft employees working under this addendum.
   d. Employees may be required to remain on the site up to 14 calendar days.

2. The facility owner may require a “stand by team” to remain at their house under quarantine or other rules. This team would be called in for emergency coverage or primarily as relief for the on site crew. When employees are asked and accept a stand by team assignment the following shall apply:
   a. Each employee shall be compensated 8 hours per day (including benefits), Monday through Friday, at the applicable straight time rate.
   b. Each employee shall abide by the quarantine rules put in place by the owner and shall be available to come to site as needed.

3. Upon accepting either assignment, it is expected that the employee will remain on site or on stand by for the duration of the designated period. Leaving the site, or failure to report, will result in termination without rehire; however, extenuating circumstances and emergent situations will be considered, but may require a change in their status on the crew.
Memorandum of Agreement

Subject: Plant Sequester - COVID-19 - 2020

This Agreement is effective for sequestration events implemented in 2020 as a result of COVID-19-related concerns and ends on the last day of the sequestration event in 2020.

The company and IBEW Local 1347 agree to the following terms and conditions of employee sequestration for the Miami Fort, Zimmer, and Dick’s Creek Power Stations:

1. Employees will be allowed to volunteer by classification for critical roles as determined by the company. These employees will be required to remain on site for the duration of the sequestration event. If the sequestration event exceeds 21 straight days, the company will have further discussions with the union.

2. In the event there are more volunteers than positions needed as determined by the company, employees will be selected by job classification (and skill set if applicable) in accordance with the Overtime List (lowest total hours to highest total hours) to fill critical roles; provided, however, the employees must have sufficient experience to run the plant in a sequestration event. In the event there are insufficient volunteers within a job classification, positions may be filled by volunteers outside the job classification if the Company determines the employee is qualified to perform the work.

3. In the event there are insufficient Bargaining Unit volunteers, positions may be filled with other resources, including but not limited to resources available within the company.

4. If the company does not have enough volunteers, the company may require Bargaining Unit employees to sequester by job classification (and skill set if applicable) in accordance with the Overtime List (lowest hours worked to highest hours worked) to fill critical roles; provided, however, the employees must have sufficient experience to run the plant in a sequestration event.

5. Sequestered employees will receive overtime pay in excess of normal shift hours per week and in excess of 40 hours per week. Onsite overtime will be paid in accordance with the Collective Bargaining Agreement for hours actually worked. Hours of rest will be paid at time-and-a-half.

6. Employees who are not reporting to work during the sequestration event will be compensated at the straight-time rate for their regularly scheduled hours.

7. The company shall provide meals in lieu of meal compensation, sleeping quarters and laundry services for employees while on site during the duration of sequestration.
8. Should an employee have a need outside of the plant during sequestration and ask to be released, or should an employee have the need to be exempted from sequestration due to a bona fide hardship, the matter will be discussed with the Plant Manager and the Local Union on a case-by-case basis.

9. In an event an employee must be replaced as determined by the company, steps 1, 2, 3, and 4 shall apply.

10. This agreement is entered into on a one-time, non-precedent setting basis.

Brett Amheiser 3/26/2020
Andrew Kirk 03/26/2020
Brett Amheiser
Regional VP, Coal Operations
Luminant
Andrew Kirk
Business Manager
IBEW Local 1347
COVID-19 SEQUESTRATION AGREEMENT

This document is an Agreement between Louisville Gas and Electric Company ("LG&E" or "Company") and the International Brotherhood of Electrical Workers, Local 2100 ("Union"). The parties agree to the following:

1. Due to the current COVID-19 ("Coronavirus") pandemic (the "Pandemic"), the Company may need to sequester employees at their work locations for a period of time. This is necessary to guarantee continuity of essential operations, while limiting possible Coronavirus exposure to employees. The Company will retain complete discretion to determine work schedules and shift dependent upon operational needs.

2. Employees on sequestration will be paid according to the normal pay provisions provided in the current Collective Bargaining Agreement ("CBA") for hours actually worked, except as modified by this Agreement. Hours not worked during a 24-hour period will be considered time for employees to engage in normal private pursuits such as meals, sleep and entertainment and shall be a period of complete freedom from all work duties ("Free Time"). Free Time will not be considered hours of work, waiting time or on call time and will not be paid. If an employee is required to perform work during Free Time, the employee will be paid in accordance with the call-in provisions of Article 9, Section 9.04 of the CBA, except that employees will be paid a minimum of two (2) hours, instead of four (4) hours, at the applicable rate from the time the employee reports to work.

3. Employees who are not sequestered will be paid according to their normal schedule and will be expected to be available during that period of pay should they be called in to work.

4. Due to the nature of the emergency situation, management will retain sole discretion to assign work, including moving employees to other locations, and determine qualifications regarding those assignments. It is expressly understood that supervisors or other non-bargaining unit personnel may be required, in accordance with business needs, to perform bargaining unit work during the sequestration period pursuant to Article 29, Section 29.02 of the CBA.

5. Due to the changing nature of the Pandemic, this agreement will be evaluated on a continuous basis and if modifications are required, the Company and Union agree to meet and discuss such changes.

6. This agreement is strictly non-precedential and shall not be used in present or future arbitration cases unless the case involves enforcement of this agreement.

7. This Agreement shall expire in 90 days unless mutually extended by the parties.

For the Company ___________________________ Date _______________
For the Union ___________________________ Date _______________
MEMORANDUM OF UNDERSTANDING
Power Generating Capabilities COVID-19 Response

At Florida Power and Light (FPL) our customers depend on us to provide safe and reliable service. Critical positions in the Company are the Power Generation Power Plant Production personnel. These positions are essential in our efforts to maintain the integrity of FPL’s Generating capabilities.

In the interest of maintaining continuity of production, the Company and the Union agree to the following, if needed as identified by the Company:

Sequester the workforce to create two (2) working shift teams paid around the clock at each location affected by COVID-19 until the Company determines the Production Personnel are no longer needed to be sequestered and are released from the site to go home. All employees at affected locations not sequestered will continue to receive pay and benefits per their normal schedule and must be available.

Selection for sequestration: During the timeframe of this agreement, Power Generation personnel will be offered the assignment by overtime standing of Production personnel who work at the location affected and requiring sequestering for the COVID-19 response. The list will be run to cover two shift teams, twenty-four (24) hours a day, seven (7) days a week until the Company determines it is safe to return to normal shift team operations at the site(s) affected. Any shortages of personnel volunteering will be filled by inverse seniority.

In the event there is a shortage of employees at the affected plant due to COVID-19, the Company may consider requesting volunteers by classification from nearby locations provided they are proficient and previously qualified to fill or relieve in their current or previously held position temporarily at a different plant location by seniority for the term of the agreement. Travel from other locations will be the last option for personnel coverage in any pandemic coverage scenario. Employees accepting assignment at a different location will receive travel allowances per Paragraph 41 Meals – Lodging – Transportation of the MOA. These employees may be sequestered or may not be, depending on the need as determined by the Company.

The Company will determine necessary staffing levels for safe operations at the COVID-19 affected plant(s).

The Company will make arrangements for logistics required while sequestering these employees at the site (e.g. laundry cleaning, food, etc.).

Upon termination of this agreement, all employees will return to their assigned schedule and rotation.

In the event unforeseen circumstances arise during the implementation of this MOU, the parties agree to meet and resolve.

To the extent the terms of this MOU conflict with the MOA, this MOU shall apply.

Jack Wilson
Date
Business Manager
System Council U-4, IBEW
COVID-19 4/13/2020

Kelly Tverter
Date
Director Safety & Labor Relations
Florida Power & Light
Memorandum of Agreement

Subject: Kincaid - Plant Sequester – COVID 19 - 2020

This agreement is non-precedent setting on either party and is only intended on being used as needed to get through the Covid-19 pandemic period. Unless specifically modified in this agreement, all other provisions of the current Collective Bargaining Agreement between the company and Local 15 for Kincaid Power Plant remain in effect.

1. Employees will be allowed to volunteer by classification for critical roles as determined by the company. These employees will be required to remain on site for the duration of the sequestration event, up to 14 straight days. If the sequestration event exceeds 14 straight days, the company will rerun the overtime roster, and employees will be selected by the new overtime roster for sequestration, up to 14 straight days.

2. In the event there are more volunteers than positions needed as determined by the company, employees will be selected by the current overtime roster within classification to fill critical roles; provided, however, the employees must have sufficient qualifications and be medically fit for duty to run the plant in a sequestration event.

3. If the company does not have enough volunteers, the company will force Bargaining Unit employees to sequester by the current overtime roster within classification to fill critical roles; provided, however, the employees must have sufficient qualifications and be medically fit for duty to run the plant in a sequestration event.

4. Sequestered employees will be considered Monday through Friday workers with Saturday and Sunday considered regular days off. Employees will receive overtime pay in excess of normal shift hours per day and in excess of 40 hours per workweek. Overtime or double-time will be paid in accordance with the Collective Bargaining Agreement. All sequestered hours on site are work compensable. Per the CBA, this agreement serves as advance notice to employees of change of shift.

5. Employees who are not reporting to work during the sequestration event will be compensated at the straight-time rate for their regularly scheduled hours. Employees must follow state shelter-at-home requirements and observe social distancing and other COVID-related safety precautions.

6. The company shall provide suitable meals, sleeping quarters and laundry facilities for employees while on site during the duration of Sequestration.
Memorandum of Agreement

7. Should an employee have a need outside of the plant during Sequestration and ask to be released, or should an employee have the need to be exempted from Sequestration due to a bona fide hardship, the matter will be discussed with the Plant Manager and the Local Union on a case-by-case basis.

8. In an event an employee or crew must be replaced as determined by the company, steps 1, 2, and 3 shall apply.

Ted Lindenbusch 4/2/20
Kincaid Plant Manager

Bill Phillips 4/2/20
IBEW Local Union 15
April 8, 2020

Mr. Duane A. Peters  
Business Manager  
Local Union 23, I.B.E.W.  
445 Etna Street, Suite 61  
St. Paul, MN 55106

Mr. Robert Boogren  
Business Manager  
Local Union 160, I.B.E.W.  
2909 Anthony Lane  
St. Anthony, MN 55418

Mr. Mark Kaufman  
Business Representative  
Local Union 949, I.B.E.W.  
12908 Nicollet Avenue South  
Burnsville, MN 55337

Mr. Martin D. Sandberg  
Business Manager  
Local Union 953, I.B.E.W.  
2206 Highland Avenue  
Eau Claire, WI 54701

Mr. Jamie Helgeson  
Business Manager  
Local Union 1426, I.B.E.W.  
3002 First Avenue North  
Fargo, ND 58102

Subject: COVID-19 Sequester of Employees On Site

Gentlemen:

These are extraordinary times. In order to mitigate the spread of COVID-19, governments at the federal and state level have requested and, in some cases, mandated that social distancing measures be adopted by individuals, organizations, and businesses. This can include, at least on an emergency and temporary basis, the requirement to quarantine employees to ensure social distancing and minimization of exposure while, at the same time, continuing critical utility services.

This letter of agreement (LOA) initially applies to the specific circumstances of locations that are selected for quarantine on site (sequester), including Energy Supply Control Rooms, Distribution and Transmission Control Centers and the Wescott Gas Plant. This LOA may be expanded to other bargaining unit classifications by written mutual agreement between the parties. Employees covered by this LOA will be designated as "Covered Employees."

Terms common to the Covered Employees in the above-referenced reference Control Rooms/Centers/Wescott Gas Plant include the following:
1. The Company will determine when sequestering takes place, what location(s) sequestering takes place, and the overall duration of each sequestration. Sequestration may be different from location to location.

2. The Company will notify affected local unions with as much notice as practical but at least 12 hours in advance of implementation. If sequestration is governmentally mandated with less than 12 hours’ notice, then the Company will provide notice as soon as practical.

3. Once implemented, the Company will schedule 12 hours on and 12 hours off shifts for 24-hour coverage of Control Room/Center/Wescott Gas Plant.

4. While on duty, employees shall not leave the Control Room/Center/Wescott Gas Plant work station, except for bathroom and lunch breaks.

5. The Company will pay at time and one-half regular rate for all hours worked and not worked while sequestered at the plant. The exception shall be on the calendar Sundays and Holidays in which case the employee(s) will be paid double time for all hours worked and not worked on site under sequestration. Holiday “in lieu of” will be in accordance with the Labor Agreement. When a Holiday falls on a Sunday, the pay will be double time plus a “holiday in lieu of.”

6. Sequestered employees perform critical functions and must always maintain strict social distancing during sequestration, whether working or resting.

7. The Company will pay straight time for people sequestered at home (40 hours - 8 hours per weekday) and remain fit for duty and available for call outs to the Control Room/Center/Wescott Gas Plant. Where practical, some employees may be assigned work or training that they can perform from home.

8. In recognition of time and one-half rate of pay for all hours sequestered (double time on Sunday/Holiday), the following terms of the Labor Agreements will not apply for Covered Workers: “hour-in-lieu-of,” meal money, call to work travel pay when called-in from a non-sequestered schedule to work a sequestered schedule, and the limitation on changes in work schedules/hours as associated with implementing the agreed to sequestration schedules.

9. Lodging will be provided, depending upon the location and duration, either on site (cots, mattresses, blankets, and pillows), furnished camping trailers, or hotels.

10. Where adequate parking facilities exist, employees may bring their own camping trailers provided they sign a waiver of liability.

11. Food, water, and soda shall be provided on site including catered meals or grocery service. Employees should notify their supervisor of special dietary needs.

12. Professional services will be provided to launder and sterilize bedding.

13. Personal Protective Equipment including handheld thermometers, surgical masks, hand sanitizer, and disinfectant cleaning supplies will be provided.

14. If testing for COVID 19 becomes widely available, employees may be required to undergo testing before beginning a sequestered schedule.

15. Schedules will have a 7- or 14-day rotation. Prior to entering a 14-day rotation, the Local Union and the Company will meet and reach mutual agreement.

16. Where an individual cannot complete his/her entire shift rotation for any reason, the shift will be filled using low overtime. If the low person on the overtime list is on the incoming shift, he/she will be excluded. Continuation of the rotation will be in keeping with limiting exposure of the crews by mutual agreement. Exceptions to this paragraph will be by mutual agreement between the Local Union and the Company.

17. If called to work from a paid home sequester due to a vacancy, the working shift rate will apply.
Detailed terms and schedules concerning the Covered Employees and some other bargaining unit employees in the the different operating areas are included as part of this agreement as Addendums A – D.

Addendum A, part 1 - Distribution Control Center supplemental information
Addendum A, part 2 - Distribution Control Center schedule
Addendum B, part 1 - Transmission Control Center supplemental information
Addendum B, part 2 - Transmission Control Center schedule
Addendum C, part 1 - Wescott Gas Plant supplemental information
Addendum C, part 2 - Wescott Gas Plant schedule
Addendum D - Energy Supply supplemental information and schedule

This LOA shall remain in effect until June 1, 2020 unless active sequestration is in effect on June 1, 2020, in which case the agreement is in effect until end of sequester. This agreement may be extended or amended by mutual agreement between the parties. This agreement shall not be considered precedent setting by either party and is being executed as a result of the extraordinary circumstances of the COVID-19 pandemic response.

Should any disputes arise concerning the interpretation or implementation of this agreement, the parties agree to promptly meet and confer to resolve the matter.

Accepted:

[Signature]

Robert Flynn, Director of Workforce Relations, NSP
Addendum A, part 1

COVID-19 Sequestration – Distribution Control Centers

The following is our existing plan to enter into Sequestration. Due to the possibility of high absenteeism as the Pandemic continues, the parties agree to meet and modify as necessary the sequestration schedules prior to an implementation of a change.

**Schedule**

2-12 hours shifts; 7 days, e.g. Friday to Friday, (0600-1800) (1800-0600)

- Number of employees on shift and schedule is detailed in schedule (Attachment A, part 2)
- Knowledge transfer to be remote, make copy of log or maps and review from on-site lodging

Sequestration could last for several months. The Company and unions agree to meet every 6 weeks to discuss new information and impacts to control center workers.

**Entering Sequester Rotation:**

Metro West Operators

Effective the date and time Sequestration begins, the following scheduling will exist:

- Day shift – Employees on their current shift will continue their shift through the following week until their specified shift end date.
- Night shift – Employees on their current shift will continue their shift through the following week until their specified shift end date.
- If a position is open or becomes open, the Company may poll eligible employees to fill vacancies.

Metro East/Wisconsin Operators

- Day Shift - Employees on their current shift will continue their shift until the following week until their specified shift end date.
- Night Shift - Employees on their current shift will continue their shift until the following week until their specified shift end date.
- If a position is open or becomes open, the Company may poll eligible employees to fill vacancies.

**Exiting Sequester Rotation:**

- The parties will agree to meet and discuss the resumption of their regular schedule.

**Impacted Employees**

All Distribution System Operators* are expected to participate in the COVID-19 amended schedule

- NSP*:
  - Trouble Foreman and Operators – Metro East and Metro West
  - DSO’s - WI

The Company prefers to utilize trained union staff. Due to illness or other items out of company control, company may have to utilize a last resort of engineers, leadership or retirees until workforce is able to return to a schedule.
Sick, Vacation, Funeral, Daycare and other time away from work

Leadership will work with employees for family emergencies requiring a scheduling change.

Security

Security plan for each service center details below.

CSC – Camper Trailers inside of trouble garage, currently no need for security guard

RSSC – Camper Trailers inside of fenced area by dock area, security guard in place at Rice Street

- Security will be needed at Rice Street Service Center – 24 x 7

Sky Park – Camper Trailers outside of building, will need fenced area and possibly security in place
## METRO EAST DCC COVID-19 Schedule

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* knowledge transfer remote (vehicle or home)
## METRO WEST DCC COVID-19 Schedule

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*knowledge transfer remote (vehicle or home)*
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*A* knowledge transfer remote (vehicle or home)
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- **D** - 0600-1800
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* knowledge transfer remote (vehicle or home)

The following is our existing plan to enter into Sequestration. Due to the possibility of high absenteeism as the Pandemic continues, the parties agree to meet and modify as necessary the sequestration schedules prior to implementation of a change.

**Schedule**
- Shift rotation/schedule included as Addendum B, part 2
- Employees will work the day shift or night shift each consecutive day for the cycle.
- An employee will be assigned to day shift or night shift and work that shift for the duration of the sequestered schedule. A sequestered team consists of 3 (or 2 if unable to fill due to sickness, etc.) Transmission System Operators.
- It is agreed that the Schedule, cycle, and team make-up will be matched with Distribution Transmission Control Center, to extent possible, to reduce the pool of employees that an individual is exposed to during on-premise sequestration.
- Remaining Transmission System Operators (those not sequestered on-premise) will be sequestered at home.
- Straight time for people sequestered at home during scheduled work periods (40 hours) and remain fit for duty and available for call outs to the control room/center. Where practical, some employees may be assigned work or training that they can performed from home.
- On the day that sequestration is implemented, the operators who are on the Day Shift and the Night Shift on that date will remain sequestered at the Transmission Control Center on the Day Shift and the Night Shift, respectively, for the remainder of the current week and during the ensuing week of the on-site sequestration.
- Operators who are off work on the day that the sequestration is implemented will be sequestered at home on the same scheduled shift (Day or Night) they worked that week during the remainder of the current week and the following full week of home sequestration. These operators will be sequestered on site at work on the opposite shift (Day or Night) during the following week of the sequestration.
- When sequestration ends, the parties will meet to discuss and agree on the resumption of regular schedules.

**Impacted Employees**
Transmission System Operators (7)

**Lodging or Onsite**
Sky Park - Lodging will be provided via Camping Trailers parked at the site. Provisions for kitchen and showers will be available.

Back-up Control Center at 414 Nicollet Mall (Alternate Site) – Site would only be used if Operators were unable to perform their Transmission System Operator functions at Sky Park (such as EMS, Communications, issues, etc.) per existing Policy/Procedures. On-premise Sequestration lodging will be provided. Provisions for kitchen and showers will be available.

**Sick, Vacation, Funeral, Daycare and other time away from work**
Leadership will work with employees for family emergencies requiring a scheduling change. Special requests by the Transmission System Operators for the team/cycle/dates that an employee is assigned to be in on-premise Sequestration will be considered, but Union must ensure all assignments are filled.

**Security**
Will be provided.
# WI TCC On-Premise Sequestration

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<tr>
<td><strong>Week 6</strong></td>
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<tr>
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<td>or</td>
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<tr>
<td><strong>Week 11 &amp; 12</strong></td>
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<td>(14 day)</td>
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</tr>
</tbody>
</table>

A - 0600 - 1800
B - 1800 - 0600
O - Off Shift Work from Home Training/Remote Support Weekdays (40 hrs)
C - Work from Home Coordination 0700 - 1530
COVID-19 Sequestration – Wescott Gas Plant

The following is our existing plan to enter into Sequestration. Due to the possibility of high absenteeism as the Pandemic continues, the parties agree to meet and modify as necessary the sequestration schedules prior to an implementation of a change.

Schedule (Addendum C, part 2)

2 - 12 hour shifts comprised of “A-crew” for one 7 or 14 day rotation, and “B-crew” for the other 7 or 14 days.

<table>
<thead>
<tr>
<th>Operators</th>
<th>Shifts</th>
<th>2 per crew</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Operators</td>
<td>x 12 Hour Shifts</td>
<td></td>
</tr>
<tr>
<td>1 Operations Foreman</td>
<td>x 12 Hour Shifts</td>
<td></td>
</tr>
<tr>
<td>1 Day Lead Operator</td>
<td>x 12 Hour Shifts</td>
<td></td>
</tr>
</tbody>
</table>

A 7 day rotation will be used and if the need arises, will move to a 14 day rotation by mutual agreement.

If sequester lasts longer than 4 weeks, crews working day shift on week’s 1-4 will switch to night shift for weeks 5-8. Conversely, crews working night shift on week’s 1-4 will transition to day shift for weeks 5-8.

Entering Sequester Rotation:

- Day shift – Employees on their current shift will continue their shift through the following week until their specified shift end date based on the sequestration schedule.
- Night shift – Employees on their current shift will continue their shift through the following week until their specified shift end date based on the sequestration schedule.

Exiting Sequester Rotation:

Wescott will exit sequester rotation at the end of the agreed to shift or if mutually agreed to by the employees.

Impacted Employees

<table>
<thead>
<tr>
<th>Operations</th>
<th>10 Operators</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman/Day Lead</td>
<td>2 Day support</td>
</tr>
</tbody>
</table>

2 Operators In Training

- Will be at home and paid 40 hours per calendar week. While at home they will be assigned to work on LMS and LNG/LPG specific training materials.
- If an on-shift operator cannot complete their rotation, either operator in training will report to Wescott for day shift assistance only under direction of the Operations Foreman or the Day Lead Operator.

Sick, Vacation, Funeral, Daycare and other time away from work

- Leadership will work with employees for family emergencies requiring a scheduling change

Security

- Security guard at front gate to remain
- Security camera monitoring from control room
## Wescott Gas Plants Covid-19 Sequester Schedule - Seven Days

<table>
<thead>
<tr>
<th>Week</th>
<th>Team</th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
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<td>B</td>
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<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Day - 0540-1740</td>
<td>2 EE’s</td>
<td>Plus 1 Foreman</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Week 2</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
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<tr>
<td></td>
<td></td>
<td>Day - 0540-1740</td>
<td>2 EE’s</td>
<td>Plus 1 Foreman</td>
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<tr>
<td>Week 3</td>
<td>C</td>
<td>C</td>
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<tr>
<td></td>
<td></td>
<td>Day - 0540-1740</td>
<td>2 EE’s</td>
<td>Plus 1 Day Lead</td>
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<tr>
<td>Week 4</td>
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<td></td>
<td>Day - 0540-1740</td>
<td>2 EE’s</td>
<td>Plus 1 Day Lead</td>
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</tr>
</tbody>
</table>

| Week 5 | B    | B | B | B | B | B | B | B |
|        | A    | A | A | A | A | A | A | A |
|        |      | Day - 0540-1740 | 2 EE’s | Plus 1 Foreman |
| Week 6 | B    | B | B | B | B | B | B | B |
|        | A    | A | A | A | A | A | A | A |
|        |      | Day - 0540-1740 | 2 EE’s | Plus 1 Foreman |
| Week 7 | D    | D | D | D | D | D | D | D |
|        | C    | C | C | C | C | C | C | C |
|        |      | Day - 0540-1740 | 2 EE’s | Plus 1 Day Lead |
| Week 8 | D    | D | D | D | D | D | D | D |
|        | C    | C | C | C | C | C | C | C |
|        |      | Day - 0540-1740 | 2 EE’s | Plus 1 Day Lead |
# Wescott Gas Plants Covid-19 Sequester Schedule - Fourteen Days

<table>
<thead>
<tr>
<th>Week</th>
<th>Team</th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A Day - 0540-1740 2 EE's Plus 1 Foreman</td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B Night - 1740-0540 2 EE's</td>
</tr>
<tr>
<td>Week 2</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A Day - 0540-1740 2 EE's Plus 1 Foreman</td>
</tr>
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<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B Night - 1740-0540 2 EE's</td>
</tr>
<tr>
<td>Week 3</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C Day - 0540-1740 2 EE's Plus 1 Day Lead</td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D Night - 1740-0540 2 EE's</td>
</tr>
<tr>
<td>Week 4</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C Day - 0540-1740 2 EE's Plus 1 Day Lead</td>
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<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D Night - 1740-0540 2 EE's</td>
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<tr>
<td>Week 5</td>
<td>B</td>
<td>B</td>
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<td>B</td>
<td>B Day - 0540-1740 2 EE's Plus 1 Foreman</td>
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<td>A</td>
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<td>A</td>
<td>A</td>
<td>A Night - 1740-0540 2 EE's</td>
</tr>
<tr>
<td>Week 6</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B</td>
<td>B Day - 0540-1740 2 EE's Plus 1 Foreman</td>
</tr>
<tr>
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<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A Night - 1740-0540 2 EE's</td>
</tr>
<tr>
<td>Week 7</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D Day - 0540-1740 2 EE's Plus 1 Day Lead</td>
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<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C Night - 1740-0540 2 EE's</td>
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<tr>
<td>Week 8</td>
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<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D Day - 0540-1740 2 EE's Plus 1 Day Lead</td>
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<td>C</td>
<td>C</td>
<td>C</td>
<td>C Night - 1740-0540 2 EE's</td>
</tr>
</tbody>
</table>
Addendum D  COVID-19 Sequestration— Energy Supply

The following is our existing plan to enter into Sequestration. Due to the possibility of high absenteeism as the pandemic continues, the parties agree to meet and modify, as necessary, the sequestration schedules prior to an implementation of a change.

**Critical Position**

Critical Position is defined as an employee that works in the control room as a board operator. We are focusing on control room board operators as their skill set is one that requires certain licenses required to operate the plant.

**Determination of Critical Staffing**

Each site identifies the available and trained staffing numbers for the board operator position (Critical Position). Each site identified the minimum number of employees needed to operate control boards for a seven day cycle. Employees will work 12 hours, off resting 12 hours on site per required rotation.

<table>
<thead>
<tr>
<th>Baseload Generation</th>
<th>Est Capacity</th>
<th>Qualified Control Board Staff</th>
<th>Min staff*</th>
<th>% Vacancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherco 1&amp;2</td>
<td>1360</td>
<td>15</td>
<td>4</td>
<td>73%</td>
</tr>
<tr>
<td>Sherco 3</td>
<td></td>
<td>14</td>
<td>4</td>
<td>71%</td>
</tr>
<tr>
<td>Sherco Yard / Landfill Control Room</td>
<td>10</td>
<td>2</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Bay Front</td>
<td></td>
<td>10</td>
<td>2</td>
<td>80%</td>
</tr>
<tr>
<td>AS King</td>
<td>511</td>
<td>14</td>
<td>4</td>
<td>71%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Combined Cycle Generation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>High Bridge 2x1</td>
<td>616</td>
</tr>
<tr>
<td>Black Dog 1x1 + U6 SC</td>
<td>500</td>
</tr>
<tr>
<td>Riverside 2x1</td>
<td>500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hydro Generation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wissota</td>
<td>36</td>
</tr>
</tbody>
</table>

**Impacted Employees**

Critical Operations (board operators) will move to a four-shift, 12-hour rotation. Sequestered Control Room Board Operators will not be allowed to go home after their shift and will remain on site through their seven days. The second crew and excess board operators (if any) will be sequestered at home, remain fit for duty and available for call out to the plant. All other employees not affected by the illness will report to work. Only critical work, as defined by the Company, that supports safety, compliance and reliability will be performed.

Current start and stop time will continue through sequestration at each location.

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>TH</th>
<th>F</th>
<th>S</th>
<th>SU</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D</td>
<td>N</td>
<td>D</td>
<td>N</td>
<td>D</td>
<td>N</td>
<td>D</td>
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<tr>
<td>2</td>
<td>D</td>
<td>N</td>
<td>D</td>
<td>N</td>
<td>D</td>
<td>N</td>
<td>D</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>D</td>
<td>C</td>
<td>D</td>
<td>C</td>
<td>D</td>
<td>C</td>
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<tr>
<td>4</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>B</td>
<td>A</td>
<td>B</td>
</tr>
</tbody>
</table>
RDF – Sites will operate normal unless COVID-19 affects operations. If operating the plant is not sustainable due to lack of qualified operators, the site will shut down to a safe condition. During shut down period, not affected employees will report to work.

Peaking – If COVID-19 affects a site that qualified operators are not available, the site will be deemed unavailable. Not affected employees will report to work.

**Entering Sequester Rotation**
Day and Night Shift working on day of implementation stay sequestered on same shift during current and the following full week. Non-working Day and Night Shifts will be sequestered at home during current and the following full week and then work opposite shift sequestered on site during following week. Relief Shift assigned to Shifts A-D. Operators continue rotation during period of sequester.

Wissota – Day and Night Shifts presently on rotation at declaration of sequestration are considered Shift A & B operators and will stay on shift through current week and following week schedule (for the night shift this means relieved in the morning). Plant management will work with remaining operators and the Local Union to determine who represents week 2 and week 3 shifts and who will continue to be sequestered at home.

**Exiting Sequester Rotation**
The parties agree to meet and discuss the resumption of the regular schedule.

**Lodging**
For sequestered employees separate sleeping areas will be provided. In addition, sequestered employees will have bathrooms, showers and eating areas segregated from non-sequestered employees.

Sherco – Conference Room
King – East Construction Building (wellness room, E&C area, Special Construction break area)
Bay Front – Camping trailers preferred
High Bridge – Conference Room
Riverside – Conference Room
Black Dog – Conference Room
Wissota – Camping trailers preferred
RDF – N/A
Peaking – N/A

**Sick, Vacation, Funeral, Daycare and other time away from work**
Leadership will work with employees for family emergencies requiring a schedule change.

During the pandemic if a situation arises, it is at the discretion of the Company if some or all non-control room staff remains home. If some of non-control room staff are asked to remain home, the Company and Union will work together to form a list of employees. Staff told to stay at home would be paid 40 hours straight time, expected to be fit for duty and available to report during normal work hours.

**Security**
Sherco / SOC likely close gate / card access only
All other sites require no changes
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY

Accepted:

[Signature]

Robert Flynn, Director of Workforce Relations, NSP

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNIONS

Accepted:

Duane A. Peters, Local Union 23

[Signature] 11/11/2020
Martin D. Sandberg, Local Union 953

Robert J. Boogren, Local Union 160

[Signature]

Jamie Helgeson, Local Union 1426

Mark Kaufman, Local Union 949
March 20, 2020

Mr Robert Boogren
Business Manager
IBEW, Local Union 160
2909 Anthony Lane
St. Anthony, MN 55418

Mr. Rick Oakes
Business Manager
IBEW, Local Union 949
12908 Nicollet Avenue South
Burnsville, MN 55337

Dear Gentlemen:

Exposure to the Corona Virus (Covid-19) has caused unprecedented impact to our employees and their families. The purpose of this Agreement is to protect the health and safety of our employees and their families while supporting the general public by keeping our nuclear power plants operating.

This letter serves to document the mutual agreement regarding terms and conditions for implementing special shift staffing, working from home, work jurisdiction exceptions, and sequestering at home due to evaluation of exposure to the Covid-19.

Bargaining unit employees at Monticello Nuclear Generating Plant and at the Prairie Island Nuclear Generating Plant in the following Departments are covered by this Agreement.

MAPS
Electric Shop
Instrument & Control
Mechanical Maintenance
Maintenance Planners/Planners
Nuclear Plant Service Attendants
Plant Helpers
Quality Control Inspection
Operations
Buyer/Planners (Prairie Island)
Integrated T-Week Planning (Monticello)
Radiation Protection and Chemistry
Schedulers/Workweek Coordinators

Shift Staffing

Shift staffing for all affected departments will be per attached Pandemic Integrated Staffing Matrix. The Pandemic Integrated Staffing Matrix contains four (4) distinct staffing scenarios that may be implemented based on Covid-19 exposure. The shift schedules contain in this agreement are non-precedent setting and apply only to responding to Covid-19 pandemic conditions.
Social Distance
Reduced Activity
Minimum Work
Lockdown

Social Distance staffing schedules will be in place effective March 23, 2019. Transition to any of the other staffing schedules will be based on Covid-19 exposure conditions. Schedule transition triggers are noted on the Pandemic Staffing Matrix. The transition staffing schedule triggers are current best estimates based on CDC guidance and known Covid-19 exposure conditions. Transition to a specific staffing scenario may change based on exposure conditions. Similarly, de-escalation and ultimately return to normal shift staffing will occur based on improvement in Covid-19 exposure conditions. The Company will notify the Local Unions before transitioning to a different staffing scenario. In addition, changing to a different staffing scenario will be site specific, based on Covid-19 exposure conditions at the site.

Rotating Operators, rotating Radiation Protection Specialists and rotating Chemistry Specialists may be required to transition from a six (6) crew schedule to a for (4) crew schedule when Minimum Work conditions are identified. Furthermore, should pandemic condition trigger the Lockdown scenario, rotating crews may transition to a two (2) crew schedule. Because of the complexity of shift changes, transition to either schedule is described below:

6 to 4: When transitioning from a normal 6 crew rotation to a 4 crew on shift rotation, 4 crews will be at work rotating and 2 crews will be sequestered at home. Crew transition will be per table below.

<table>
<thead>
<tr>
<th>Week</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>H</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>Sequestered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DN</td>
<td>DN</td>
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<td>4</td>
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<td>6</td>
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<td>5</td>
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<tr>
<td>6</td>
<td>6</td>
<td>2</td>
<td>6</td>
<td>2</td>
<td>6</td>
<td>2</td>
<td>6</td>
<td>4</td>
</tr>
</tbody>
</table>

4 to 2: When transitioning to a 2 crew model, the crews are chosen based on when the trigger is reached. If trigger is reached or it is decided to go from 4 to 2, the two crews currently performing days and nights would simply continue on their shifts until there is a change on covid-19 conditions or a swap is determined to be appropriate. This allows for adjusting with volunteers and for screening prior to any personnel changes.

When utilizing 4 crew or 2 crew shifts, the assignment to days and nights will not change for the duration of that schedule.
The Company will work to address and accommodate individual personal care needs to the greatest extent practical before transitioning employees to a different pandemic shift scenario.

Employees working a rotating shift will not experience a reduction in pay as a result of working the pandemic work schedules.

All other Department schedules are defined in the Pandemic Integrated Staffing Matrix.

**Home Sequester - Working**

Based on work schedules employees may be sequestered at home during scheduled work periods and be paid. While sequestered during scheduled work hours, employees are to remain fit for duty, perform work as assigned and be available for call outs to return to the plant.

**Home Sequester – Not Working**

In some schedules, employees may be sequestered at home during scheduled work periods in a resting condition and be paid. In case of resting status during scheduled work hours, employees are not performing work, but are expected to remain fit for duty and available for call outs to the plant.

Currently, employees sequestered at home during schedule work hours are not considered sequestered during non-schedule work hours. If Covid-19 exposure conditions a change in this status, the Company will contact the Local Unions to negotiate change in conditions of after hour sequester status.

**Home Sequester – Medical Conditions**

Following CDC, or Government guidelines employees may be released from work and sequestered at home due to either a potential exposure, or a diagnosed exposure to Covid-19. In either case, the initial MRO sequester period will be fourteen days and be paid. However, the actual sequester period may either decrease or increase based on the Company’s MRO medical review and recommendation. Any employee sequestered to home for medical reasons, will not be allowed to return to working status before completing the Company’s Covid-19 risk assessment (see attached assessment procedure).

**Plant Sequester**

Under the most severe conditions some employees may be sequestered at the plant for extended period (see Lockdown scenario in the Pandemic Staffing matrix). Under the Lockdown scenario employees will be either working or resting per the applicable work schedule. During periods of lockdown the Company will provide basic services such as but limited to, meals, a resting location, cots, sleeping bags and laundry service. We ask that employees bring extra clothing and personal incidentals if they are asked to work under the lockdown scenario. If at the plant working, employees will be given time to go home to gather extra clothing and personal incidentals prior to reporting to a lock down shift.
Transition to Pandemic Shift Schedule

The Company will work to address and accommodate individual personal care needs to the greatest extent practical before transitioning employees to a different pandemic shift scenario. The Company will ask for volunteers before assigning anyone to a plant sequester lockdown scenario. Shift swapping will be allowed if employees are agreeable and staffing levels can be maintained.

Rest time will be paid commensurate with the labor agreement when transitioning on or off a schedule work shift. In lieu of following Article 10, Section 5., (P), of the Prairie Island Radiation Protection and Chemistry Labor Agreement, all Prairie Island bargaining Radiation Protection Specialists and all Prairie Island Chemistry Technicians will receive eight (8) hours of rest time pay when transiting on or off a pandemic shift.

Overtime Call Outs

Initial overtime will be offered to the low overtime person in classification that is working at the plant. If additional overtime staffing is required, the relief person, or then the low overtime person within classification resting at home will be offered the overtime opportunity. Upon return to normal work schedules, the Company and Local Unions will meet to review overtime offering during the pandemic staffing period.

Apprenticeship Training

Effective March 20, 2020 Xcel Energy is suspending Apprenticeship class room training. Current plan is to resume class room training on May 4, 2020. Whenever possible OJT/TPE will continue at the sites. Apprenticeship training status may change in the future based on Covid-19 conditions.

Work Jurisdiction

On a non-precedent setting basis and only under the terms of this agreement, physical walk downs performed by Maintenance Planners/Planners will be performed by qualified bargaining IBEW craft employees working at the site.

Compensation

For all departments and classifications covered by this Agreement, all pay for either working, resting at home during scheduled work hours, or if sequester at work during resting hours, will be paid by the terms and conditions of the applicable labor agreement. This includes compensation and pay in the contract(s) such as but not limited to; regular pay, call out pay, off shift pay, Holiday pay, Sick pay, Vacation pay, meal, or Rest time pay. Employees sequestered at home due to Covid-19 medical conditions will be paid per their classification work schedule.
Employees at home outside of schedule work hours are not entitled to compensation, unless they are called to work status. In cases of call outs, mileage and time will be paid per the terms and conditions of the applicable labor agreement.

The parties mutually agree that the terms and conditions contained in this agreement may be subject to change by mutual agreement, based on Covid-19 conditions and availability of our employees. Furthermore, all terms and conditions of the Labor Agreements not addressed by this Agreement will still apply.

The impact of Covid-19 is unprecedented and future impact to our employees is unknown. This agreement cannot address all future unknown conditions associated with Covid-19. Should it become necessary to change the terms and conditions of this Agreement, the Company and Local Unions agree to meet as soon as possible to negotiate changes to this Agreement. This Agreement expires no later than June 1, 2020, unless the parties mutually agree to do otherwise.

All terms herein are intended to support both nuclear safety and employee health and safety during the Covid-19 pandemic.

Should any disputes arise concerning the interpretation or implementation of this agreement, the parties agree to promptly meet and confer to resolve. If no resolution is reached the parties agree to expedited arbitration.

Lead Workforce Relations Consultant  IBEW, Local Union 160

Rick Oakes  3/23/2020
IBEW, Local Union 949

CC: Todd Conner  Bert Flynn
Workforce Relations
Attachments
Memorandum of Agreement

Subject: Newton Power Plant - Plant Sequester - COVID - 2020

This agreement is non-precedent setting on either party and is only intended on being used as needed to get through the Covid-19 pandemic period as may extend through September 1, 2020. Unless specifically modified in this agreement, all other provisions of the current Collective Bargaining Agreements between the company and Local 702 for Newton Power Plant remain in effect.

1. Employees will be allowed to volunteer by classification for critical roles as determined by the company. These employees will be required to remain on site for the duration of the sequestration event. If the sequestration event is expected to last more than fourteen (14) straight days, the parties will have further discussions on how to progress.

2. In the event there are more Bargaining Unit volunteers than positions needed as determined by the company, employee will be selected by seniority within classification to fill critical roles; provided, however, the employees must have sufficient experience to run the plant in a sequestration event.

3. In the event there are insufficient Bargaining Unit volunteers, the company may require Bargaining Unit employees to sequester by reverse seniority within classification to fill critical roles. The employees must have sufficient experience to run the plant in a sequestration event.

4. In the event there are insufficient Bargaining Unit volunteers, positions may be filled with other resources, including but not limited to resources available within the company. The company will first discuss options with the Union to see if a solution may be found.

5. Sequestered employees will receive overtime pay in excess of normal shift hours per day and in excess of 40 hours per workweek. Overtime or double-time will be paid in accordance with the Collective Bargaining Agreement. Uninterrupted hours of rest will be paid at time-and-a-half or double time where applicable. Voluntary Interrupted rest hours will be paid at double time. Per the CBA, this agreement serves as advance notice to employees of change of shift.

6. Employees who are not reporting to work during the sequestration event will be compensated at the straight-time rate for their regularly scheduled hours and all benefits will be provided according to the CBA.

7. The company shall provide meals, sleeping quarters and laundry facilities for employees while on site during the duration of Sequestration. Because the company is providing meals, meal allowance will not be provided during the period of sequestration.

8. Should an employee have a need outside of the plant during Sequestration and ask to be released, or should an employee have the need to be exempted from Sequestration due to a bona fide hardship, the matter will be discussed with the Plant Manager and the Local Union on a case-by-case basis.

9. In an event an employee or crew must be replaced as determined by the company, steps 1, 2, 3, and 4 shall apply.

Byron Veech
Newton Plant Manager

Jason Woolard
IBEW Local Union 702

4/15/2020
Letter of Understanding
Guidelines for Sequestering Employees
May 1, 2020

In the event the Company needs to sequester employees at a facility the following shall apply:

- The Company will determine the number of employees needed and will first ask for volunteers. In the event there are not enough volunteers, the company will assign the remaining staff that is needed, starting with the least senior employee in the classification needed. If there are too many volunteers, the Company will select based on seniority in the classification needed. Management reserves the right on selection and assigning the employees who volunteered to a team.

- The Company will provide appropriate sleeping accommodations, meals daily, appropriate restroom/shower facilities, lockers for items and laundry facilities. With management approval, employees may be allowed to bring their own campers on site with a company provided electrical hookup. An employee needing and personal WIFI will work with their manager regarding access.

- Employee will need to bring extra clean clothing, personal incidentals, personal phone, chargers, etc.

- The duration will be determined by management and the employee will know their schedule prior to the assignment. Determination of how long employees will be sequestered will depend on business needs and staffing levels. Employees should know that this assignment may be extended in the event replacement employees are unable to work due to illness, death in the family, etc. once sequestering begins. Please note - the Company will work to address and accommodate individual personal care needs to the greatest extent practical before transitioning employees to a different pandemic shift schedule. Shift swapping will be allowed if employees are agreeable and staffing levels are maintained and appropriate skill/experience levels are available.

- If schedule changes are needed the notification requirement, per the collective bargaining agreement, will be waived during this time, provided appropriate rest time is maintained.

- Prior to being sequestered, employees may be required to complete and pass a Covid-19 test, company paid, to determine if the employee has the virus. Once the test is administered the employee must immediately go into sequestration at an onsite quarantine until the test results indicate that the employee does not have Covid-19. If the employee tests positive, they will not be allowed to participate until the virus is no longer active and a negative test result is confirmed. Furthermore, employees sequestered will be required to take their temperature daily.

- Employees will be required to be sequestered during this assignment and will not be permitted to leave (exception – family emergency, death in the family etc.). In the event the employee needs to leave due to an emergency, the employee may not be allowed to return, and a new employee may be assigned or volunteer.

- While sequestered, employees will be allowed to call family members by phone or video call via WebEx, Skype or other company approved methods.
• Below are the following guidelines related to compensation with the understanding if not covered under these guidelines to follow the Collective Bargaining Agreement –
  o An employee will receive eight (8) hours of regular straight time pay Monday – Friday then all other hours will be paid at one and fifty-five one-hundredths (1.55) times their regular pay as overtime pay except for Sunday and Holidays. Factor pay will be eliminated.
  o Sunday and Holidays are double time – Sunday premium will not apply. An employee may receive pay in lieu of the holiday or schedule an extra day off using the same guidelines for scheduling one day of vacation.
  o The Evening Shift premium will be paid for all hours worked between 2:00 p.m. and 10:00 p.m. (these hours may be changed if needed)
  o The Night Shift premium will be paid for all hours worked between 10:00 p.m. and 6:00 a.m. (these hours may be changed if needed)

Another item that may be considered:
-Management, from the facility sequestering employees, may ask other facilities for volunteers prior to forcing employees with the understanding management has final decision on the employee(s) selected.

The parties have reached an agreement to the above guidelines for sequestering employees if a sequestration plan had to be enforced. The parties mutually agree to follow the above guidelines for the next six (6) months with the understanding the Company or the Union would have the right to request a review or cancel of this agreement but must provide a 30-day written notice of their intent.

For the Union:

[Signature]
Business Manager and Financial Secretary
Tony Bartels
IBEW Local 965

For the Company:

[Signature]
Labor Relations Manager
Traci Hohn
Alliant Energy

[Signature]
Assistant Business Manager
Dillon Gorman
IBEW Local 965

[Signature]
SVP – AE and Pres WPL
David de Leon
Alliant Energy
COVID-19 Sequester Agreement between We Energies and Local 2150, I.B.E.W.
4-28-2020

We Energies ("Company") and Local 2150 ("Union") have agreed to certain modifications to the current collective bargaining agreement in order to address on a temporary basis the Company's need to potentially sequester (safe harbor) employees at Company designated locations in order to ensure continued safe operation of certain critical Company assets in response to the COVID-19 pandemic. The agreement to make modifications as included in the provisions stated below is on a non-precedent setting basis with respect to any other matter and is intended solely to address the COVID-19 pandemic.

1. The Company will determine when sequestering takes place, what location(s) sequestering takes place, and the overall duration of each sequestration. Sequestration may be different from location to location.

2. The Company will notify the Union with as much notice as practical but at least 24 hours in advance of implementation. If sequestration is governmentally mandated with less than 24 hours' notice, then the Company will provide notice as soon as practical.

3. Once implemented, the Company will schedule 12 hours on and 12 hours off shifts for 24-hour coverage.

4. The Company will pay the on-duty hours at the regular rate of pay up to 40 hours in a calendar work week. All other on-duty hours and all off-duty hours will be paid at time and one half the regular rate of pay. The exception shall be on Sundays and Company-recognized Holidays in which case the employee(s) will be paid double time for all hours that occur under sequestration during such 24-hour period.

5. Sequestered employees perform critical functions and must always maintain strict social distancing during sequestration and utilize the proper PPE as otherwise required.

6. The Company will continue to follow the collective bargaining agreement for employees who are not sequestered at a Company location.

7. During the period of sequestration, the following terms of the Labor Agreement will not apply for applicable employees: meal money, premium rest/rest time, call to work travel pay when called-in from a non-sequestered schedule to work a sequestered schedule, and the limitation on changes in work schedules/hours as associated with implementing the sequestration schedules.

8. Lodging will be provided, depending upon the location and duration, either on site, furnished camping trailers, or hotels. If lodging is required in the Company facility or a hotel, the employee will be provided their own private room (e.g. office, conference room, or hotel room) during the sequestering period. If a Company provided trailer is required, each employee will have their own bed (i.e. either single or dual occupancy trailers) and arrangements will be made to ensure employees have secure private occupancy for a minimum of 12 hours per day. A locked storage compartment, locker, or container will be available upon request. In all cases, employees will continue to have access to the respective Company...
facility for off shift use (e.g. walking, exercise facility, break rooms, etc.) as well as access to use outside space within the location's designated perimeter.

9. The Company will allow the use of personal camping trailers by employees in lieu of Company arranged lodging provided it has determined its feasibility (e.g. the availability of adequate parking space, electric hook up, sewage disposal, etc.) at a particular sequester location. Such decision will be made by the appropriate Director after consultation with the Union.

10. Food, water, and soda shall be provided on site including catered meals, frozen meals or grocery service. Employees should notify their supervisor of special dietary needs. Employees will be allowed to bring in their own food as well.

11. Professional services and/or laundering equipment/cleaning supplies will be provided in order to launder personal clothing/bedding.

12. Personal Protective Equipment (as applicable and available) including handheld thermometers, surgical masks, hand sanitizer, and disinfectant cleaning supplies will be provided.

13. If testing for COVID 19 becomes available, employees may be required to undergo testing before beginning a sequestered schedule. The Company reserves the right to not sequester an employee following this testing or if other medical screening determines the employee to be a risk to other employees.

14. Schedules will have a 7- or 14-day rotation. Prior to entering a 14-day rotation, the Union and the Company will meet and discuss any additional considerations with respect to a 14-day rotation that may need to be addressed.

15. Where an individual cannot complete his/her entire shift rotation for any reason, the remaining sequestered period will be filled by using current overtime practices for the duration of that sequestered period, or as otherwise mutually agreed to by the Company and the Union.

16. If called to work to fill a required sequester assignment, the sequester rate will apply from time of the call.

17. When sequestering is ending, the group coming off of sequestering will receive 24 hours off duty at home. If their basic scheduled shift occurs during that 24-hour period they will receive basic scheduled hours pay and not have to return to work until their next basic scheduled shift. If the employee is required to report to work they will receive double time pay provisions.

The Company will discuss with the Union existing plans to enter into Sequestration prior to implementation. Due to the possibility of high absenteeism as the Pandemic continues, the parties agree to discuss any modifications to the sequestration schedules prior to an implementation of a change.
**Impacted Employees**

The Company prefers to utilize trained union staff. Due to illness or other items out of Company control, the Company may have to utilize a last resort of engineers, leadership or retirees until the workforce is able to return to a schedule.

**Sick, Funeral, Day Care and other time away from work**

Leadership will work with employees for family emergencies requiring a scheduling change.

On behalf of the Company:

AGREED: _________________ 
Brian Dobberke, Sr Vice President 
HR and Organization Effectiveness

DATE: May 4, 2020

On behalf of the Union:

AGREED: _________________
Mike Follett, Business Manager 
Local 2150 I.B.E.W.

DATE: 5/3/2020
April 15, 2020

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
   Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

COVID-19 Sequestration

The State of California has declared a State of Emergency in response to the COVID-19 virus. In addition to the implementation of State and local orders to remain at home or to shelter in place, the Company has taken several steps to help support the social distancing protocols to reduce risk, including having employees self-quarantine in accordance with Centers for Disease Control and Prevention (CDC) Guidelines, practice social distancing, where feasible, to work remotely and time-off protocols to accommodate COVID-19 impacted employees.

The Company is committed to the health and safety of our employees and providing safe and reliable electric and gas service to our customers.

To that end, the Company is taking additional steps to ensure that emergency and critical work continues during this COVID-19 health crisis. The Company and Union have agreed to seek employee volunteers in Electric, Gas and Generation operations to remain sequestered at an onsite work location. The purpose of the sequestration is to promote worker health and safety while maintaining critical infrastructure operations during the COVID-19 health crisis.

1. **Overview of Sequestration**
   In an effort to maintain service and ensure the safe and reliable operation of the Company’s electric, gas, and generation resources, the Company has decided to prepare for possible sequestration for specified employees working at specific operational locations as needed for periods of 28 to 32 days at a time.

   a. The sequestration process for each phase will begin after completed negotiations (the date of the signed agreement) as follows:

      (i) An approved list of eligible classifications is created (Section 2)
      (ii) Solicitation of volunteers (Section 3),
      (iii) Agreement of selected volunteers (Section 3),
      (iv) Agreement of sequential volunteer substitutes (Section 3),
      (v) Notification to the employees to be sequestered (Section 3).

   There will be two phases of implementation:

   - **Phase One – Electric Operations and Gas Control Operations**
   - **Phase Two – Power and Nuclear Generation, and Gas Manned Station Facilities – Note:**
A decision for sequestration for Power Generation and/or Nuclear Generation and/or Gas Manned Station Facilities, has not been reached. After Phase two negotiations regarding Appendix B are completed, the Company may enact sequestration after volunteers have been solicited and agreed upon.

2. **Eligible Classifications**
   The Company will determine the appropriate number of positions required to sequester. Appendix A lists all the positions anticipated to be required for Phase One Electric and Gas classifications. The Company and Union agree to negotiate Appendix B and all unaddressed positions and qualifications related to Phase Two prior to enacting Phase Two sequestration.

3. **Volunteer Selection Process**
   a. The Company will contact all employees eligible to volunteer in the required positions of Appendix A (or the future Appendix B). Volunteers must be able to report, prepared for 28-32 days of sequestration, within 5 days from the date of notification (being asked to volunteer) to the sequestration location. Company shall contact all employees either at work, sick, or on vacation. Employees who are off with Permission with Pay pursuant to COVID 19 on or after the date of execution of this agreement will not be considered for these voluntary positions. Selections will be based on company seniority from the classification and corresponding HQ’s and/or AOR’s, as applicable. The final list will be reviewed and approved by the Oversight Committee. Once approved, this list of volunteers will be effective for the duration of this agreement (section 9.d). It shall be used to create the list of sequestered employees (section 3) for any and all additional sequestrations (section 5.f) or substitutions that occur during this period (section 9.d). If this agreement is extended per section 9.d, then the volunteer selection process will be started over again per this section.

   b. If there are insufficient volunteers for sequestration, the Oversight Committee will meet to discuss options to identify the critical employees needed to fill vacancies. Employees cannot be forced to be sequestered.

   c. The final list of employees to be sequestered will be posted and communicated to employees.

   d. Immediately prior to sequestration, volunteers must be free of any COVID-19 infection or symptoms, as identified by the U.S. Centers for Disease Control and Prevention ("CDC") The Oversight committee will discuss and decide upon the process, including testing if available, to be utilized to determine how an employee enters the sequestration environment.

4. **Non-Sequestered Employees**
   a. Non-sequestered employees who are normally assigned to a sequestered HQ’s or location may:
      * be assigned to the nearest non-sequestered commutable work HQ’s or location,
      * perform work within their classification from home, or
      * remain at home with Time Off with Permission with Pay
      * If there is no non-sequestered HQ or location within a commutable distance, an alternative arrangement may be agreed to by the Oversight committee.

   b. As a result of sequestration, the Oversight Committee will discuss and ensure appropriate staffing levels for non-sequestered positions to ensure safe and reliable Company operations.

5. **Sequestration Conditions (Hours, Work Schedules and Compensation)**
   Volunteers will be required to remain on-site while being sequestered for periods of 28 to 32 days at a time. The Company and Union will agree to work schedules that meet Company needs (e.g. fatigue, safety, etc.). Prior to the sequestration commencement these schedules will be offered to volunteers by Company seniority. Changes to these schedules will be addressed by the Oversight Committee. However, the Company reserves the right to work employees less than their set schedule.

   a. Due to the emergency circumstances, employees who volunteer for sequestration are also volunteering to work up to seven days each week with work hours generally being 12-hours per day but not to exceed 16-hours per day. All employees will be given a minimum of 8 consecutive hours of rest per day immediately following their regularly scheduled work period.
b. Letter Agreement 12-31 (Fatigue Management for Gas Control Room Operations) will be temporarily suspended for the duration of the sequestration period for the sequestered employees.

c. Hours paid to sequestered employees in excess of 40 hours per week will be included as credited hours on praranged overtime tracking lists. These hours will be credited to the individual sequestered employees, but the hours will not be included in calculating overtime hours worked within the headquarters for the purpose of overtime equalization under Section 208.16 of the Collective Bargaining Agreement (CBA).

d. Upon their return to their normal headquarters and/or work schedule, sequestered employees will be credited with one hour more than the maximum accrued emergency overtime in his/her classification. In other words, the employee would “go to the bottom of the list”.

e. During sequestration, volunteers agree, and provide consent, to being subjected to appropriate and ongoing health monitoring, daily body temperature checks, daily symptom recognition interviews for the purpose of identifying potential cases of COVID-19, and periodic COVID-19 testing as it becomes available. If an employee is found to have COVID-19 or symptoms associated with COVID-19, as identified by the U.S. Centers for Disease Control and Prevention (“CDC”), the Company will replace the sequestered employee.

f. Should public health and safety conditions require the Company to maintain sequestration operations for a duration longer than 28 to 32 days, the Company will utilize volunteers identified pursuant to the Volunteer Selection Process (section 3) described in this agreement. Such volunteers would replace existing sequestered employees. The replacement of sequestered employees with volunteers shall be repeated each 28 to 32 days for the duration of sequestered operations as necessary. The employees who just completed a sequestration assignment may be reconsidered, but they will only be considered after the volunteers, who were pre-identified pursuant to the Volunteer Selection Process (section 3), have been given the option. Employees who do not complete an entire sequestration period (i.e. exit prior to conclusion) will be placed at the bottom of the Volunteer Selection list (including those who just completed) if they are still interested in future sequestration periods.

g. Should test procedures become available that can positively identify COVID-19, any new replacement volunteer will first be required to test negative. In addition, those employees who are already sequestered will be tested as deemed necessary by the Company.

h. At the completion of a sequestration assignment, employees will not return to work for four (4) days. For these four days, employees will be paid at the straight-time rate of pay for their regularly scheduled hours (8, 9, 10 or 12) regardless of the days being regular workdays or RDO’s. These hours will not be counted as time worked for defining overtime in accordance with 208.1 of the Physical Agreement. Additionally, these employees will not be called into work during this 4-day period.

i. If an employee needs to exit a sequestration, they will be returned to their normal work duties. Employees are encouraged to give the Company 72 hours’ notice prior to their exit from sequestration.

j. If the Company needs to remove an employee from sequestration the Oversight Committee must meet to discuss prior to removal.

k. All hours spent in sequestration will be paid at the double-time rate of pay, which is twice the normal base hourly wage rate. For the purposes of Phase One, all premiums will apply, except for the Sunday premium (Section 110.7) and the 10% wage premium outlined in LA-20-22.

l. The parties agree to negotiate over premiums applicable to Phase Two sequestration.

m. This agreement will not change an employee’s basic weekly pay rate for the purposes of any change in benefits under Part II (the Final Pay Pension) of the Retirement Plan, Part III (the Cash Balance Pension) of the Retirement Plan, and 401k contributions.
n. For each Company holiday that occurs during the sequestration period, employees will be awarded a Holiday in lieu.

o. Volunteers understand and agree that any vacation scheduled during the sequestration period will be cancelled.

6. Miscellaneous Sequestration Issues
   a. The Company reserves the right to remove/replace an employee for fitness for duty reasons. The Oversight committee will agree to and resolve any and all replacements of sequestered volunteers and all necessary changes to the sequestered population.
   
   b. Due to the nature of sequestration, employees will not be permitted to leave Company designated premises, except as necessary to perform the functions of their position (i.e. Hydro Roving Operators). Employees are also precluded from receiving visitors for the duration of the voluntary assignment.
   
   c. Employees will be compensated for all hours during sequestration; therefore, volunteers are required to remain fit-for-duty and shall not be permitted to consume, possess, display, transport or sell alcohol, recreational or medical marijuana, or illegal drugs for the full duration of the sequestration period.
   
   d. Nothing herein shall prohibit the Company from ending sequestration assignments at any location or within a line of progression/classification at any time.

7. Employee Care for Immediate Family (spouse and/or dependent children)
   a. Meal Support for Family
      Eligible sequestered employees may choose to receive either a $100.00 per day stipend for the purchase and/or delivery of food to the employee’s household or a $100 gift card per day, to be spent at local restaurants to stimulate local economies. In order to be eligible for this stipend or gift card, a volunteer must have a spouse, registered domestic partner, and/or dependent children living in their personal residence.

   b. Internet Connection – Connectivity Stipend
      Volunteers who are sequestered will receive a $75.00 per month (or prorated portion thereof) stipend to cover connectivity charges associated with maintaining contact outside of sequestration during the duration of the sequestration assignment.

   c. Employee Assistance Program ("EAP")
      Access to EAP well-being services will be provided for employees and their dependents.

8. On-Site Sequestration Accommodations
   Sequestered employees shall be provided the following minimum accommodations:

   a. Appropriate temporary single-occupancy sleeping quarters. The Company may choose to provide recreational vehicles, trailers, or other appropriate accommodations. The Company may also choose to allow employees to supply their own recreational vehicles. Phase One Sequestration employees will be housed at the San Ramon Valley Conference Center; therefore, they will not be allowed to supply their own recreational vehicle or trailer.

   b. If a volunteer utilizes a personal recreational vehicle or trailer on-site during sequestration, the employee assumes all responsibility associated with their use of their recreational vehicle or trailer. For employees who are lodging in their personal recreational vehicle or trailer the Company will pay the employee $525.00 per week (or $75.00 per day).

   c. Showers and restrooms

   d. Daily cleaning – For remote locations, employees utilizing a recreational vehicle or trailer will be provided cleaning supplies and will be responsible for cleaning their living quarters.

   e. Onsite laundry or laundry services
f. Daily snacks, meals or groceries – In keeping with the stated intent of Section 104.1 of the CBA, (that employees will be provided a comparable substitute when they are prevented from observing their usual and average meal practices) the Company will provide meals, snacks, beverages and/or groceries to sequestered employees. The meals, snacks, beverages and/or groceries should, but may not quite be, the same as those the employees would have at their homes. So long as employees work “around the clock” at sequestered locations, Company will provide “around the clock” meals, snacks and beverages in keeping with sequestered employees’ established hours of work to adequately provide for employees’ customary and non-customary meals as required.

g. Access to Internet, TV’s, video games, gym equipment, physical mail as already available in specific locations. The parties will negotiate over Phase Two sequestration Internet connection issues.

9. **Supersession and Duration**
   a. This agreement was negotiated as a response to an unforeseeable set of events resulting from the COVID-19 pandemic.
   b. To the extent the compensation provisions of this agreement conflict with the CBA, this Agreement shall prevail.
   c. The parties expressly agree that to the extent that any provisions of this agreement are contrary to the California Labor Code, or the California Wage Orders, including but not limited to compensation, overtime and scheduling, this Agreement shall prevail.
   d. This Agreement will be in effect for 60 days from the date of signing and may be extended by mutual written agreement of the parties.

10. **Expeditious Oversight Committee**
    The parties agree to meet at a minimum weekly (and more frequently as needed) to administer the agreed upon processes and resolve any disputes that may arise under this agreement. The Company and Union shall each appoint three members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Letter of Agreement prior to grievances being filed.
If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By: Matthew Levy
Senior Director

The Union is in agreement.

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

April 15th, 2020

By: Tom Dalzell
Business Manager
APPENDIX “A”
(  Employee Numbers are Approximations  )

Transmission Grid Operations
1. Six (6) Areas of Responsibility (AOR’s) in Transmission. Requires two System Operators or Lead System Operators from each AOR.
2. Six (6) Operators and one (1) Dispatcher per shift. One Operator from each AOR to be on shift.
3. 12 Hour Shifts

<table>
<thead>
<tr>
<th>AOR</th>
<th># IBEW Employees</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>North State</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>North Bay Sierra</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>Bay Area Metro</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>South Coast</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>Central Coast</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>South Valley</td>
<td>2</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>Dispatch</td>
<td>2</td>
<td>System Dispatcher or Senior System Dispatcher</td>
</tr>
</tbody>
</table>

Total IBEW Employees for Sequester = 14

Distribution Grid Operations
1. Nine (9) AOR’s in three (3) Distribution Control Centers (DCC)
2. Nine (9) Operators per shift. Requires two (2) Operators from the North DCC, four (4) Operators from the Central DCC and three (3) Operators from the South DCC per shift.
3. 12 Hour shifts

<table>
<thead>
<tr>
<th>Distribution Control Center</th>
<th># IBEW Employees</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>North – Rocklin</td>
<td>4</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>Central – Concord</td>
<td>8</td>
<td>System Operator or Lead System Operator</td>
</tr>
<tr>
<td>South – Fresno</td>
<td>6</td>
<td>System Operator or Lead System Operator</td>
</tr>
</tbody>
</table>

Should the most senior volunteers not have the needed network experience, as determined by the Company, the Oversight Committee shall negotiate a solution.

Total Employees for Sequester = 18

Information Technology (Volunteer selection by System-wide seniority*)
1. One (1) T200 - Senior Telecommunications Technician (Days)
2. One (1) T200 – Telecommunications Technician (Night)
3. One (1) T200 - Lead Computer Field Analyst (Days) (* Bishop Ranch assigned employee first)
4. One (1) T200 – Senior Computer Field Analyst (Night)
5. 12 Hour Shifts

**Gas Control Operations**
1. Two (2) Distribution Gas System Operators or Senior Distribution Gas System Operators
2. Two (2) Transmission Gas System Operators – Expertise and experience in the entire system and remote operations at all major facilities is required.
3. 12 Hour Shifts
April 10, 2020
LR 20-010

Lou Mennel
IBEW Local 1245 Business Representative
P O Box 2547
30 Orange Tree Circle
Vacaville, CA 95687

SUBJECT: SIDE LETTER AGREEMENT FOR COVID-19 SEQUESTRATION - DSO AND PSO

Dear Lou:

SMUD and the IBEW have met to discuss the need for a Side Letter Agreement (SLA) regarding a sequestration plan for the Distribution System Operators (DSO) and Shift Power System Operators (PSO) in response to the Coronavirus (COVID-19) crisis.

SMUD is committed to the health and safety of our employees. In addition to existing State and local orders to shelter in place and existing measures to support social distancing protocols, SMUD is actively taking measures to prevent the transmission of COVID-19 and balance our obligation to deliver safe, reliable electricity during this pandemic.

A. CRITICAL POSITIONS

In order to ensure uninterrupted critical operations and keep the lights on during the COVID-19 national emergency, preparation to sequester essential employees who support the 24-hour Distribution System Operations and Power System Operations is necessary.

SMUD will solicit volunteers from DSO and PSO to sequester on-site in the following classifications:

- DSO I
- DSO II
- Lead DSO
- Senior DSO
- Shift-PSO I
- Shift-PSO II
- Shift-Senior PSO

“Sequester on-site” is defined as an employee who volunteers to remain either on SMUD property in a trailer/recreational vehicle or at an approved designated site both during their shift and when off their shift.

B. VOLUNTEER EXPECTATIONS

Management will determine the number of volunteers necessary based on staff availability and operational needs.

1. Volunteers shall be selected by SMUD seniority and for the skillset needed.
II. If there is an insufficient number of volunteers, SMUD and the IBEW will discuss options to meet critical needs.

III. Volunteers are not permitted to leave the designated site for the duration of their sequestration period.

IV. Visitors are not permitted on a designated site for the duration of the employee’s sequestration period.

V. Volunteers shall remain fit for duty for the entire duration of their sequestration period.

VI. Employees who volunteer are agreeing to work up to seven days each week of the sequestration period.

VII. Should a volunteer need to leave sequestration, due to illness, positive COVID-19 test result, unforeseen family emergency, or a break in rules, they will be returned to a training schedule to the extent that they are fit for work.

C. WORK SCHEDULES

24-7 Operations staff will be sequestered based on the status of COVID-19 in Sacramento County. SMUD is anticipating and planning for two phases of sequestration work schedules.

Phase one (1) is a staged approach based on volunteers. Employees will rotate a period up to fourteen 14-days on-site in sequestration and a period up to 14-days off-site. Volunteers in sequestration will work an assigned day or night shift of twelve (12)-hours. Employees will be on a rest shift for the second 12-hours.

In Phase two (2), rotating sequestration will cease, and all available volunteers will be sequestered on-site. The work schedule will be for a predetermined number of days based on the availability of operators for each skillset needed. In this phase, employees will work either an assigned 12-hour shift or relief shift.

If circumstances require SMUD to transition from the Phase 1 to Phase 2 sequestration schedule, SMUD will provide affected employees and the IBEW at minimum a 24-hour notice and shall endeavor to provide 48-hour notice to the extent possible.

When volunteers are not sequestered on-site, they will work a relief schedule consisting of a 40-hour workweek.

D. COMPENSATION

While this sequestration SLA remains in effect, employees will be compensated as follows, superseding current 2018-2021 MOU overtime agreements:

I. All hours worked in sequestration, which do not include off duty hours, will be paid at a double time (DT) rate which is two times the employee’s normal straight-time rate of pay.

II. All off duty hours in sequestration, including sleep and rest, will be paid at the employee’s straight time rate of pay.

III. Employees shall receive a procurement card (ProCard) for purchase of meals and incidentals ($66 per diem) or meals will be coordinated and provided. Note: The rate for Sacramento County is based on the U.S. General Services Administration which SMUD updates annually.

IV. Eligible sequestered employees will each receive a $100.00 stipend per day for each day of their sequestration assignment for the purchase and/or delivery of food to the employee’s household. To be eligible, the employee must have a spouse, registered domestic/legal
partner, and/or dependent children living within their personal residence. Documentation will be required prior to payment.

V. It is not the intent of SMUD to harm volunteers that do not work a sequestered schedule in the event the SMUD terminates this SLA. If a volunteer is harmed as a result of not working their normally scheduled hours, SMUD shall make the employee whole.

E. DURATION

This agreement is intended to be in effect through July 1, 2020, after which this SLA shall expire. However, given the unforeseeable circumstances of this pandemic, SMUD reserves the right to end the sequestering period at any time. SMUD will notice the affected employees and the IBEW upon return to regular schedules.

SMUD and the IBEW will meet and discuss any extension of the sequestration period after sixty days and may extend the provisions of this SLA by mutual agreement.

SMUD and the IBEW recognize that the response to COVID-19 is temporary and is not intended to set precedent for the future. To the extent that the provisions of this agreement conflict with the MOU, this SLA shall take precedence. At the expiration of this agreement, the normal provisions of the SMUD and IBEW, Local Union 1245 MOU will apply.

If the foregoing reflects your understanding of our agreement, please sign in the space provided below and return the signed copy to Labor Relations.

Sincerely,

Tiffany Navarrette
Senior Labor Relations Analyst

Lou Mennel
IBEW Business Representative

Date 4-10-20
MEMORANDUM OF UNDERSTANDING
BETWEEN
OMAHA PUBLIC POWER DISTRICT
AND
IBEW LOCAL UNION NO. 763
IAM & AW LOCAL LODGE NO. 31
OPERATIONS DURING COVID-19 – CORONAVIRUS PANDEMIC

When the OPPD Business Continuity Team declares an Infectious Disease Level 4 for the communities that OPPD serves, all efforts will be focused on maintaining electric service. OPPD’s employee base will consist of the following four employee groups:

1. Employees required to perform critical functions at OPPD locations or transmission and distribution repair services for customers.
2. Employees required to support critical functions who will be required to work from home.
3. Back-up employees for critical functions who will be asked to stay home but remain available for call out.
4. Employees who do not perform functions essential to the continuity of service during a pandemic who will be asked to stay home.

CRITICAL POSITIONS:
Once the OPPD Business Continuity Team declares an Infectious Disease Level 1 emergency, Management will ask for volunteers for pre-identified critical positions. If more employees volunteer than are needed, positions will be filled according to seniority and qualifications. If an insufficient number of employees volunteer, Management will designate individuals to fill the vacant positions by low seniority with appropriate qualifications.

GUIDELINES:
At the time the OPPD Business Continuity Team declares that an Infectious Disease Level 4 emergency exists, the Omaha Public Power District will begin operating under the following guidelines in terms of its employees:

1. Only predetermined critical positions and job classifications will be staffed at Company facilities.
2. Employees who are not in critical positions or job classifications will be asked to remain at home and will continue to be paid base wages or salary.
3. Some employees may be designated as critical, but will be allowed to work from home. Only employees who are specifically instructed to work will be allowed to do so. Time will be reported using the standard methods.
4. In the event that it becomes impractical, due to staffing level, to process and pay exception time (overtime, premiums, etc.), the information will be gathered and maintained until such time as normal operations resume. Employees will be paid all exception time earned at that time.

5. Employees who are in either the NRC or DOT Drug and Alcohol Testing pools will not be required to participate in drug and alcohol testing if they are not at work. Employees who are off work for 30 days or more will be required to be tested before access is restored (NRC only).

6. Only under rare and infrequent circumstances will meetings with groups of employees or non-employees be held. Every effort will be made to avoid congregations of employees or of employees and others.

7. All business travel, unless absolutely essential, will be suspended during a declared pandemic emergency. Additionally, if a pandemic emergency exists in another part of the country, but not in our region, non-essential travel will be suspended.

8. The Company, for the period that the emergency exists, will not attempt to determine who is ill for purposes of sick pay.

9. Any employee on Worker’s Compensation will continue to receive compensation payments, or will be placed back on the normal payroll until normal operations resume. At that time adjustments to the employee’s pay will be made.

10. Employees who believe they need counseling for any reason, whether pandemic-related or not, will be urged to contact Best Care Employee Assistance Program directly.

11. Any employee found to be symptomatic of the pandemic illness will be required to remain away from all Company facilities. (See No. 2.)

12. When the pandemic emergency is declared over by the OPPD Business Continuity Team, all employees will be required to return to work. Those employees who are ill and cannot return to work will be placed on sick leave and may be required to have a release from their personal physician before returning to work. Employees may also be required to be examined by the Company physician.

**SHELTERING IN PLACE:**
Employees who fill positions supporting a 24-hour operation will be required to “shelter in place” for a period of five (5) or more days, with mutual consent, depending on the operational needs of the facility.
HOME SEQUESTERING:
Due to the highly contagious nature of a pandemic virus it will be prudent to sequester employees prior to their “sheltering in place” in an OPPD facility. The recommended length of sequestering in based on recommendations from the Health Department. However, depending on the characteristics of the virus, this sequestering period may change.

Employees who have agreed to “shelter in place” during a pandemic will be required to sequester in their homes.

Employee and OPPD responsibilities will include, but are not limited to (any changes will be subject to negotiations with the Unions prior to implementation) the following, prior to and during a sequestering period:

Employee Responsibilities

- Prior to sequestering, the employee will stock up on food, water and necessary emergency supplies as listed on the Disaster Preparedness guide supplied by OPPD.

- Employee will remain at home, will not leave their house and will not allow anyone to visit their home.

- All family members and individuals living in the home will be encouraged, to the extent possible not to leave and return home during the sequestering period. An employee may request a waiver of this based on their circumstances including their family to ensure they remain “safe.”

- Employee will be required to complete a daily Illness Monitoring Form and measure their temperature at company specified intervals during the sequestering period.

- Employee will immediately report any COVID-19 -like symptoms of their family members or individuals living in the home to their supervisor or manager.

- If an employee or family member is diagnosed with COVID-19, the employee will be ineligible to report to work until they receive a release from a doctor or other health care professionals. However, doctors and other health care professionals may be too busy during and immediately after a pandemic outbreak to provide fitness-for-duty documentation. As an alternative, OPPD will accept other types of releases, such as local clinics to provide a form, a stamp, or an e-mail to certify that an individual does not have the pandemic virus. An employee may request a waiver to this provision.
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Operations During COVID-19 – Coronavirus Pandemic
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- If employee or a family member leaves their home during the agreed upon sequestering period, the employee will not be allowed on OPPD property until they have completed a new sequestering period or until directed to return to work by OPPD.

**OPPD Responsibilities**

- Prior to being sequestered, OPPD will provide employees with the most up-to-date information available on the characteristics of the virus and details of OPPD’s Infectious Disease Plan.

- OPPD will provide the following to employees and their families during their sequestering period:
  - If available, volunteers (employees in non-critical positions) to assist with necessary pickups and delivery of food, supplies, etc. during the sequestering period.
  - If available, hand sanitizer, disinfecting wipes, masks and other infection control supplies needed.
  - Up-to-date information on the characteristics of the virus, i.e. virulence, incubation period, symptoms, etc.
  - Instructions for caring for sick.

**PAY ISSUES:**
Employees who are required to work from home during a declared pandemic emergency will be paid in accordance with the Collective Bargaining Agreement, i.e., base hours at straight time, overtime at time and one-half, etc.

Employees of all three Bargaining Units who are required to work away from home during a declared pandemic emergency will be paid as outlined in the Storm Restoration clause contained in 763’s Collective Bargaining Agreement; however, pay will be started at time and one-half to incent people to volunteer to work.

- **Critical employees sheltered in place to support a 24-hour operation** will work two 12-hour shifts per day for a predetermined time frame based on the required sequestering time.
  
  First 8 hours = time and one-half
  Next 4 hours = double time
  Next 12 hours (break) = straight time (and all subsequent break time will be at straight time)
  Subsequent 12-hour shifts = double time
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- **Maintenance crews** sheltered in place at power plants will work one 12-hour shift per day.
  
  First 8 hours = time and one-half  
  Next 4 hours = double time  
  Next 12 hours (break) = straight time (and all subsequent break time will be at straight time)  
  Subsequent 12-hour shifts = double time

- **T&D Crews and critical support personnel** will not shelter in place and will work 8-hour shifts (or more). Employees working an alternate work schedule (compressed workweek) may be reverted to 8-hour shifts.
  
  First 8 hours = time and one-half  
  All subsequent hours = double time

Crew complement may be fewer.

Crisis Leave will be considered like vacation; upon an employee’s return from Crisis Leave, they will “start over” under the pay provisions.

**MEALS:**
The $18 meal allowance and hour to eat the meal would be suspended while working under the Storm Restoration clause since the Company will provide meals on site to the employees. If, however, the employees work beyond that, revert back to the CBA for payment of meals.

Note: This Memorandum of Understanding is subject to change with agreement by the parties. Any conflict between the Pandemic Plan and one or more of the Collective Bargaining Agreements will be subject to negotiations between the three Unions and Management. If there is a conflict between the Pandemic Plan and this MOU, the MOU will take precedence.

**PARAMETERS:**

- During the COVID-19 coronavirus pandemic, the Memorandum of Understanding between Omaha Public Power District and IBEW Local Union No. 763, IBEW Local Union No. 1483, IAM&AW Local Lodge No. 31, Pandemic Plan, Operation during a Declared Pandemic has been suspended.

- It is the intention of OPPD to make this temporary MOU specific to the COVID-19 coronavirus pandemic to employees covered under the Agreements of IAM&AW Local Lodge No. 31, and IBEW Local No. 763.
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Operations During COVID-19 – Coronavirus Pandemic
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- At the conclusion of the COVID-19 coronavirus pandemic, management and the Union will meet to renegotiate the provisions of this MOU.

This memorandum will become effective on the date of March 21, 2020 and shall be confirmed at negotiations between OPPD and IAM&AW Local Lodge No. 31, OPPD and IBEW Local No. 763, prior to June 1, 2022. IN WITNESS WHEREOF, the parties have executed this Memorandum this 21st day of March, 2020.

Steven E. Kerrigan
Director
Labor Relations

Douglas J. Madison
President
IBEW Local No. 763

Douglas Day
Business Manager
IAM & AW Local Lodge No. 31
Callaway Staffing Agreement  
Between Callaway Energy Center and  
IBEW, Local Union No. 1439

To help safeguard the safety and health of our coworkers and ensure Callaway Energy Center (CEC) has the staffing resources available to maintain continuous operations while addressing COVID-19-related concerns. This Agreement pertains only to the Callaway Energy Center due to its unique licensing and regulatory requirements, and shall not apply to any other Energy Center or department. To this end, the Agreement is as follows:

As soon as practicable, the Company will canvass classifications necessary to fill four (4) rotations of two (2)-week continuous schedules. As part of this process, Stores employees will be canvassed to work on these rotations are referred to as "Continuity Crew(s)" or "Crew(s)" in this Agreement. The Company maintains the right to determine the staffing levels and the classifications that will be used and filled for the Continuity Crews under this Agreement.

1. The Company will determine when the first Continuity Crew will begin its assignment. Once this date has been determined, the Company will notify the Union and Stores employee as soon as practical and at least 12 hours before start date and time.

2. Employees' work schedule while on a Continuity Crew two-week continuous schedules rotation ("Two-week Rotation") will be 0700-1900, seven days a week. Continuity Crews will develop their schedules and rotation. Between 1900 and 0700, Continuity Crew Members will remain onsite at the CEC and must be in non-working areas and observe appropriate safety and health policies set by CEC and consistent with any special Company guidelines regarding COVID-19.

3. Employees should be prepared with personal necessities, such as clean clothing, PPE, personal hygiene items, entertainment items, books, magazines, personal phones, chargers, etc. All items must be consistent with Ameren CEC's regular work policies.

4. The Company will provide sleeping accommodations, three meals daily, appropriate restroom/shower facilities, lockers for items and laundry facilities onsite at the CEC.

5. Employees will be compensated as follows: Monday through Friday, eight (8) hours straight time and sixteen (16) hours overtime at two times their wage rate; Saturday and Sunday twenty-four (24) hours each day and at two times their wage rate. The shift is expected to occur twice, consecutively, for each Continuity Crew.

   a. If the Stores employee leaves the planned Two-week Rotation early for any reason, the employee's schedule will revert back to his/her normal schedule and pay.

   b. If a Stores employee becomes unable to work due to illness during the Two-week Rotation, the employee will be paid only for actual hours worked consistent with the Continuity Crew schedule and pay. Any sick pay will be consistent with the Company's regular sick pay policies and not at Continuity Crew pay rates.

6. No schedule change payments will be paid under this Agreement.
7. The Company will begin canvassing as soon as practicable upon signing this Agreement, with the understanding that implementation of the Two-week Rotations, if necessary, will be on a date yet to be determined. After the initial canvassing schedule of Continuity Crews and the Two-week Rotations are made, at implementation, it is understood that the Stores employee may no longer be available to work their shift for a variety of reasons, including due to the extenuating circumstances involving the COVID-19 pandemic. Given this COVID-19 pandemic, if the Company is unable to fill Continuity Crew positions, after normal canvassing, management may fill the positions as needed with management personnel or other emergency sources.

8. The Company will determine if/when the Two-week Rotations will begin and when it will end. The Company may cancel a Two-week Rotations at any time, including during the scheduled Continuity Crew Two-week Rotations. Continuity Crew Members will only be paid Continuity Crew pay rate for actual time worked on Continuity Crew at the CEC. If at any time the continuity crews end sequestration and the need arises to re-sequester, then a re-canvass will be performed.

9. Crew Members must adhere to all regular Ameren safety and conduct policies at all times while they are serving on the Continuity Crew at the CEC, including continuing to observe current safety, health and hygiene practices instituted by the Company during the COVID-19 pandemic (i.e. social distancing, etc.).

10. Stores employees who leave the Callaway Energy Center during their scheduled two-week rotation will not be allowed to return during that two-week rotation, unless Management, with approval by Plant Director, in its sole discretion, determines it may be done based on its health and safety assessment of the returning Stores employee and those currently working Continuity Crew. If Management determines that the vacated position is to be filled, the most current overtime list will be used.

11. Employees who have accepted a Two-week Rotation as well as those who may be called in per the overtime list are expected to adhere to Ameren's expectation that employees remain home during their normal work hours and Ameren's travel restrictions to minimize their risk of COVID-19 exposure. In addition, employees should:

   a. Practice social distancing: Avoid crowds of people. Refrain from attending events involving 10 or more persons, any large events. Where possible, maintain at least six feet between people.

   b. Adhere to the CDC's travel restrictions during the period you have been designated as a potential Crew Member and working the Continuity assignment. If you or someone in your household travel or have traveled through states or locations restricted by CDC or have taken a cruise to any destination in the 30 days preceding your Continuity Crew assignment, you will not eligible to work on any Continuity Crew until you complete a mandatory 14-day quarantine upon your return.

   c. Abide by any other related measures associated with COVID-19 put in place by Federal, Local authorities or the Company while this Agreement is in effect.

Failing to observe any these expectations may result in loss of eligibility to work on the previously scheduled Continuity Crew or a future Continuity Crew.
12. Stores employees who are not onsite during Continuity Crew rotations are expected to be reachable by phone during their normal schedule unless alternate arrangements have been made with their supervisor.

13. Employees not onsite will be paid normal straight-time wages for 40 hours per week during this period, unless they are otherwise unable to work, for which they would be paid according to applicable paid or unpaid leave policies, i.e. sick, disabled, on leave, vacation.

14. All entry to the Callaway Energy Center to work on a Continuity Crew will be contingent on a health screening and management approval prior to Crew member's respective assignment.

15. The Company reserves the right to end a rotation early at which time the Crew Members onsite will return to their regular work schedule, pay, and policies.

16. Employees may be required to arrive at screening facilities prior to the Two-week Rotation start time. No addition pay will be provided for this additional time.

17. The Agreement is being entered into on a non-precedent setting basis under the pandemic COVID-19 circumstances. It may not be used by either party to support their position in any other matter.

18. This agreement will end no later than July 31, 2020, unless extended by both the company and the union.

Agreed:

For the Company:  
LaDawn Ostmann  3/27/2020  
Ameren Missouri

For the Union:  
Jeremy Pour  3/27/2020  
IBEW, Local 1439
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into this 3rd day of April, 2020 by and between the Metropolitan Utilities District of Omaha ("District") and the International Brotherhood of Electrical Workers Local 1521 ("IBEW # 1521"); collective the "Parties".

WHEREAS, the District is the natural gas and water provider for the Omaha, Nebraska metropolitan area and:

WHEREAS, the IBEW #1521 is the labor union representing the District’s union workforce, and;

WHEREAS, the Parties are working to ensure continued operations during the COVID-19 pandemic, and:

WHEREAS, in order to minimize risks associated with this pandemic, the Parties have agreed to the terms and conditions of this MOU to staff the District’s three water treatment plants and its system control functions.

Now therefore, the Parties agree to the following:

Pursuant to the Metropolitan Utilities District of Omaha’s ("District") Continuity Management Program, it may become necessary to staff certain District facilities 24/7 in full and complete isolation from outside forces. This isolation may require employees to stay onsite, at the facility, with no physical contact from outside of the facility for an extended period of time. Those facilities include, but are not limited to, the District’s Systems Control Command Center, Its Platte South, Platte West and Florence Water Treatment Plants and its Gas Plants. It may also be necessary to schedule employees in shifts.

The extent and duration of the isolation will be determined by the District and communicated to the President of IBEW1521 and the impacted employees before implementation as soon as practicable.

The District has sole discretion to institute this Isolation Policy.

The District has sole discretion to terminate this Isolation Policy.

Should the District institute this Isolation Policy, the following steps shall be followed:

1. The respective Plant Directors and the Chief Operations Officer will announce the implementation of this Isolation Policy. That announcement shall indicate which plants are impacted and for what duration. The announcement will include the expected duration of isolation, which may change as conditions warrant.
2. Isolation shall mean no physical contact with outside forces. Outside forces shall mean any person or item that is outside of the confines of the respective plants. This shall include District and contract employees as well as external contractors and vendors.

3. District Security will enforce isolation and not allow physical contact with those employees unless an emergency is identified, at such point, District’s Incident Commander or District Security shall respond accordingly. This does not preclude an employee from calling 911 in the case of an emergency.

4. Once the District determines to institute the Isolation Policy, the District will ask for OAC volunteers for positions. If more employees volunteer than are needed, positions will be filled according to both qualifications and seniority. If an insufficient number of employees volunteer, the District will designate individuals to fill the vacant positions by low seniority with appropriate qualifications. Every effort shall be made to follow the Collective Bargaining Agreement with IBEW #1521.

5. Those employees designated for the isolation assignment, will be isolated within the confines of the workspace for a period of time that will be determined by the District (“Isolation Period”). The District shall coordinate and consult with the IBEW #1521 regarding the length of the Isolation Period. Employees may be required to comply with screening or testing to ensure they are free from infection at the time they report for duty per this Isolation Policy.

6. If the District determines it necessary to isolate for a significant period of time, it may institute shifts to ensure the long-term operation of its facilities. For example, a shift may last a set Isolation Period and then, when that Isolation Period concludes, a new shift will relieve the first shift and that new, second shift will remain in isolation for an Isolation Period.

7. The District will provide compensation for the employees working an Isolation Period and for employees remaining at their residence waiting for the next Isolation Period to begin. These employees will be differentiated by those working in isolation and those waiting to work in isolation.

8. The District will provide for sleeping arrangements within the workspace or may allow employees to provide arrangements at the facilities on a case by case basis.

9. The District will provide for food and beverages which shall be stocked within the workspace in quantities determined by the District to be sufficient for the isolation duration and number of staffed assigned. The District will use best efforts to accommodate any dietary restrictions identified by employees.

10. The District will provide a television or other entertainment devices. Employees will be allowed the use of personal electronic devices so long as they don’t interfere with job responsibilities.

11. The Employee must provide any and all personal items such as toiletries or other personal medications.

12. In the event the Employee has an emergency and must leave isolation, the Employee may only return to Isolation after following protocols established by the District to ensure safe and sanitary conditions within the workspace.
13. Employees will be compensated for each workday in isolation. A workday begins between 6:00 a.m. and 8:00 a.m. Central Standard Time and ends between 5:59 a.m. and 7:59 a.m. Central Standard Time. A workweek is defined for an OAC employee as Saturday – Friday. A workweek is defined for a SPA employee as Monday – Sunday. A workweek consists of 168 hours. Each employee will be paid for 40 hours of Regular Straight Time and 128 hours of time coded as either 14(A) or 14(B).

14. Employees in isolation will receive 40 hours of Regular Straight Time (Code PO01) for work in each workweek. For purposes of this Policy, the term "work" shall mean effort exerted towards a job requirement as opposed to reprieve or down time spent while in isolation.

The 40 hours of Regular Straight Time will be comprised of 8 hours of Regular Straight Time pay for each workday. Hours worked in excess of 40 hours paid as Regular Straight Time within a workweek will be paid according to 14(A).

A. If an employee works more than 8 hours in any given workday or more than 40 hours in any workweek, the employee will be paid as Overtime 2x Regular (Code PO08).

B. Each hour in isolation in excess of the 8 hours of Regular Straight Time for each workday OR for each hour in excess of the 40 hours of Regular Straight Time for each workweek that is NOT worked will be paid as Overtime at 1.5 Regular (Code PO09).

15. MEALS:
The $12 meal allowance and one half hour to eat the meal would be suspended while sequestered.

16. SHIFT:
The shift differential as set forth in the Bargaining Agreement is not in effect for employees in isolation.

17. Employees waiting to work in isolation will be compensated each calendar day they are waiting for their respective isolation shift to begin. Their compensation will be at their Regular Straight Time (Code PO01). They will be compensated for 8 hours each calendar day. All compensation will be for standby pay and NOT for hours worked and therefore FLSA rules regarding overtime do not apply.

18. Employees waiting to work in isolation shall abide by all restrictions communicated by Federal, State, local or District officials regarding behaviors to ensure they are free from infection and are in good health when they report for isolation duty. Employees are expected to be fit for duty at any time during the Isolation Period they are waiting to work in isolation.

This Memorandum of Understanding is subject to changes via agreement by the parties. Any conflict between the Pandemic Plan, this Isolation Policy and the Collective Bargaining Agreement will be subject to negotiations between the IBEW #1521 and the District. If there is a conflict between the Pandemic Plan and this MOU, the MOU will take precedence.
If this Isolation Policy is silent as to a situation, the District and the IBEW #1521 will refer back to the Collective Bargaining Agreement to resolve and, if they cannot resolve based on the Collective Bargaining Agreement, the parties agree to negotiate in good faith.

Bonnie Savine  
VP Human Resources

Teri Crowell  
President, IBEW # 1521

Mark Mendenhall  
SVP – General Counsel

Approved as to form