

November 27, 2017

Randy Adams
Business Manager
IBEW Local 412
1760 Universal Ave
Kansas City, MO 64120

Re: LOU Montrose and Sibley Plant Closures

Dear Mr. Adams:

Kansas City Power & Light Company, (the Company) and IBEW Local No. 412, (the Union), have reached the following agreement relative to the treatment of displaced employees as a result of the company's decision to retire its Montrose and Sibley generation stations:

- 1. It is the intent of the Company that no employees be laid off as a result of the decision to retire these two generating stations. Vacancies will be made available for placement of all displaced employees. Therefore, the provisions of Art. XV, Sec. 5 will not apply.
- 2. The Company will advise the Union and the impacted employees of the numbers, job classifications, and locations of available vacancies.
- 3. Maintenance (Electrician, Mechanic, Welder, Technician, Pipe Coverer, Lubrication Specialist, Clerk):
  - a. By a date, determined by the Company, all affected employees shall submit, on a company provided list, their desired job locations in order of preference to the Company by email or in writing. The Company will slot each person in their preferred location.
  - b. After all employees are slotted in their preferred job locations, the Company will determine whether it will implement bumping as provided in Art. XV, Sec. 3 & 4. The Company's decision will be substantially based on whether the number of employees at each location exceeds the available vacancies.
  - c. Storeroom classifications:
    - i. Impacted Storeroom classifications from Montrose and Sibley will be demoted to Storeroom Helper (SP878). In the case of employees who choose to remain for post closure activities, the treatment of employees will be as follows:
      - 1. The home plant location will be the only option for post closure activity.
      - 2. They will be stepped-up according to current practice.
    - ii. By a date, determined by the Company, all affected employees shall submit, on a company provided list, their desired job locations in order of preference to the Company by email or in writing. The Company will slot each person in their preferred job location.
    - iii. After all employees are slotted in their preferred job locations, the Company will determine whether it will implement bumping as provided in Art. XV, Sec. 3 & 4. The Company's decision will be substantially based on whether the number of employees at each location exceeds the available vacancies.
    - iv. Once the employee has transferred to the new station, the employee will follow line of progression when vacancies occur.



## 4. Operations:

- a. Impacted Boiler / Fuel Operators from Montrose and Sibley will be demoted to Plant Helper (SP856) using the step-back procedure outlined in Art. VIII, Sec. 7(d), except for employees who select to remain at Montrose or Sibley for post closure staffing. In the case of employees who choose to remain for post closure activities, the treatment of employees will be as follows:
  - i. The home plant location will be the only option for post closure activity.
  - ii. They will not be included in the initial step-back procedure to Plant Helper (SP856).
  - iii. They will be demoted to Relief Man (SP866) if they were on the boiler side and to Fuel Relief Man (SP 868) if they were on the fuel side.
  - During post closure activities, current GEN-SR-004 Hold Procedure Guidelines will be followed and step-up will apply while performing associated duties.
- b. For those demoted to Plant Helper, job location selection will be made, in seniority order, from available vacancies.
  - i. By a date, determined by the Company, all affected employees shall submit, on a company provided list, their desired job locations in order of preference to the Company by email or in writing. The Company will slot each person in their preferred location.
  - ii. After all employees are slotted in their preferred job locations, the Company will determine whether it will implement bumping as provided in Art. XV, Sec. 3 & 4. The Company's decision will be substantially based on whether the number of employees at each location exceeds the available vacancies.
- c. Process Attendants:
  - i. By a date, determined by the Company, all affected employees shall submit, on a company provided list, their desired job locations in order of preference to the Company. The Company will slot each person in their preferred location.
  - ii. After all employees are slotted in their preferred job locations, the Company will determine whether it will implement bumping as provided in Art. XV, Sec. 3 & 4. The Company's decision will be substantially based on whether the number of employees at each location exceeds the available vacancies.
  - iii. PAs at Sibley will continue to carry Grandfathered status granted during the Aquila integration. Steve Kanak, Andy Riner, and Tony Speaks will be permanently exempt from the Organic Chemistry requirement contained on the current job requirements.
- 5. Employees who choose not to provide their preference for their desired location due to plant closure will be placed at a location based primarily on available vacancies at the discretion of the Company.
- 6. Unless otherwise indicated, the Company will apply the provisions of Art. XV, Sec. 2, for the purposes of the job protection rate.
- 7. Probationary periods: Transfer to vacancies at other stations will not be subject to a probationary period.
- 8. Apprenticeships:
  - a. The Company will agree to offer apprenticeships. If the company offers more than what is currently owed, credit will be granted to any future obligation.
  - b. All apprenticeships will be bid system wide and will be posted on a designated date prior to the retirement of Montrose and Sibley. To allow time for successful completion of the post closure staffing process, the 30-day transfer provisions of Art. IV, Sec. 8(m) will not be applicable.
  - c. Should an apprentice be unsuccessful, Art. VIII, Sec. 2(c)(ii) will apply. In the event the employee had previously worked at Montrose or Sibley, the employee will be returned to the prior line of progression / classification at the protected rate of pay at the location for which their seniority would have placed them according to their preference list.



- 9. Employees who elect to remain at the impacted plants for post closure activities will be subject to the same requirements listed above to determine placement classification and location following completion of the post closure activities. Furthermore:
  - These employees will be trained for confined space rescue and will be required to serve on the confined space rescue team.
  - b. Employees may be assigned flexible work activities on occasion to complete post closure activities.
- The moving expense provisions, outlined in Art. V, Sec. 9 will apply to impacted employees.
   Requests for actual moving expenses must be submitted within 5 years of date of transfer.
- 11. Lake Road: If there are impacted employees due to the retirement of the 4/6 unit, the provisions of this agreement will apply to determine placements at other locations.
- 12. Upon completion of the initial employee transfers, the Company will cease manning the toolroom at the closed locations.
- 13. Upon completion of the initial employee transfers, the Company will cease filling the Employee Involvement Administrator (Facilitator), at the Montrose and Sibley locations.
- 14. The Company guarantees that post closure work will be available at the retired plants for a minimum of six months.
- 15. No employee will be required to remain at one of the retired plants for post closure activities if they prefer to move to a new location, however if post closure activity is selected, the employee must complete that assignment, notwithstanding other events, e.g. retirement, bid job, LTD, etc. In the event there are an insufficient number of employees to complete post closure work at either of the retired locations, the Company will most likely exercise their right to contract out that work.
- 16. If there are unresolved or additional issues presented after the signing of this agreement, those issues will be addressed and resolved by the VP of Generation and the IBEW Local 412 Business Manager.

This Agreement is made on an exception basis; therefore, the Agreement in this case will not set a precedent or practice for how future situations will be handled.

Agreed:

For KCP&L Duane Anstaett

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VP, Generation

For IBEW Local No. 412

Randy Adams

Business Manager, IBEW Local No. 412