

MINUTES OF SPECIAL MEETING OF KISSIMMEE UTILITY AUTHORITY, HELD THURSDAY, JULY 25, 1996 AT 6:00 PM, BRINSON BOARD ROOM, ADMINISTRATION BUILDING, 1701 W. CARROLL STREET, KISSIMMEE, FLORIDA

Present at the meeting were Chairman Gant, Secretary Lowenstein, Assistant Secretary Guthrie, Director Hord, Attorney Brinson, President and General Manager Welsh, and Recording Secretary O'Rourke. Vice-Chairman Walter was absent.

A. MEETING CALLED TO ORDER at 6:00 p.m. by Chairman Gant. Chairman Gant stated the attorney representing the union, Mr. Richard Siwica, is not here at this time and we will recess until the attorney arrives.

The meeting was called back to order at 6:30 p.m.

B. HEARING TO RESOLVE ALL DISPUTED IMPASSE ISSUES BETWEEN THE KISSIMMEE UTILITY AUTHORITY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Mr. Brinson stated that Mr. Richard Siwica would be representing the IBEW and Mr. Leonard Carson would be representing KUA management. Mr. Brinson said it was agreed upon that the union would proceed first with an opening statement, not to exceed thirty minutes and then management would have an opportunity to make an opening statement. Mr. Brinson stated the agenda would be broken down into economic issues, discipline and discharge and other issues to be resolved. Both sides have agreed that on Article 33, the union would proceed first and they will use twenty-five minutes to give their argument and five minutes for a rebuttal. Mr. Brinson stated that both parties agreed to re-word Article 33 on Wages/Salary Plan. Mr. Brinson said it was necessary after both sides finished each article, that the Board take a vote at that time.

Mr. Siwica stated he is the attorney for IBEW Local 606 and he handed out a package of information to the Board so they could follow his presentation. Mr. Siwica said Local 606 has been certified by the State of Florida to serve as the representative of employees of the authority. Mr. Siwica said the employees have exercised their rights of the Florida constitution and Florida is unique in that it provides a constitutional right to its public employees to bargain collectively. Mr. Siwica stated that the Board is charged with an extremely important function in being here to effectuate a fundamental constitutional right that the employees have voted to exercise. Mr. Siwica said he was confident that the Board would act fairly and unbiased in discharging this duty.

Mr. Siwica explained we have been bargaining for quite awhile and we reached impasse on various items. Mr. Siwica stated when parties cannot reach agreement on those items, the State of Florida has set up a procedure which is supposed to allow fair resolution of the unresolved issues in negotiations. Mr. Siwica said this is a substitute for the right to strike. The centerpiece of this statutory procedure is the Special Master Proceeding. A Special Master is an individual, a professional neutral, who is provided by the State of Florida to the parties. The State of Florida maintains a roster of individuals who are deemed qualified to be eligible to serve as Special Master. Mr. Siwica stated a list of names qualified to be Special Master is provided to the parties and the parties jointly select one person they think will fairly resolve the issues. The authority and the union decided on Mr. William Lambert to be Special Master. Mr. Siwica stated that Mr. Lambert's biographical summary was included in the package he handed out and he also went over some of his background. Mr. Siwica stated that opposing counsel will tell the Board that the Special Master just didn't get it, or he didn't understand or he didn't know about our unique circumstances and opposing counsel is asking the Board to reject the expert opinion of the Special Master.

Mr. Siwica stated that Mr. Lambert had a hearing which was conducted pursuant to Florida law and that hearing is where the parties can subpoena witnesses. This hearing lasted for more than a day and witnesses were presented. The union presented expert economic testimony from a labor economist, Dr. Marshall Barry. Dr. Barry was retained by the union to conduct an examination of the circumstances of the economic issues and many of Dr. Barry's discussions, recommendations and opinions were accepted by the Special Master. Mr. Siwica went over some of Dr. Barry's background, which was also included in his package.

Mr. Siwica said that Mr. Lambert's conclusion was that his recommendation would lead to good labor relations in the Kissimmee Utility Authority. Mr. Siwica stated that Mr. Lambert's recommendations were offered as a complete package, some in the union's favor, some in the employer's favor, and some down the middle. Mr. Siwica said Mr. Lambert urged the parties to accept these recommendations in their entirety and not to single out only the ones acceptable to the party. Mr. Siwica stated the union took Mr. Lambert's advice and accepted the entire package, the good and the bad. Mr. Siwica said unfortunately, management rejected those things that opposing counsel and the Employer lost on.

Mr. Siwica stated some of the factors that were considered by the Special Master was the annual income of employment of public employees in the local operating area, annual income of employment of public employees around the state, the interest and welfare of the public, the comparison of peculiarities of employment such as hazards of employment, physical qualifications, job training and skills, etc., and the availability of funds.

Mr. Carson stated he and Lucille Turner represent the employer in the contract negotiations. Mr. Carson said these negotiations began in March of 1995 and this is not unusual for a first contract. Mr. Carson said the first contract sets the pattern for the operation of the electric utility for years to come. If there are mistakes made in the first contract, it is very difficult to change them and it is not easy to get them out of the initial contract. Mr. Carson stated there were approximately thirty-six issues negotiated. Of these issues, twenty were tentatively agreed upon before going to the Special Master, five of them were tentatively agreed upon after the Special Master hearing, and some were also withdrawn. Mr. Carson said that left twelve items that could not be agreed upon and these are the items that have to be resolved.

Mr. Carson stated the Special Master was not here for this meeting. Mr. Carson said the Special Master is selected from a list of names that the Public Employees Relations Commission has and when you reach impasse, you ask them to give you a list of names and then you engage in mutual striking. Mr. Carson said the individual that Mr. Siwica said was mutually selected, was not really selected by either side, he was the least common denominator. Mr. Carson said the Special Masters have different philosophies about what this process is all about. They cannot even agree among themselves. Some think it is a judicial process and others think it is a legislative process. Mr. Carson's view is that this is a legislative process and a policy judgement. Mr. Carson stated in the Florida Statutes that govern collective bargaining, it says after the Special Master hearing, the legislative body shall take such action as it deems to be in the public interest to resolve all disputed issues, including the interest of the public employees involved.

Mr. Carson said the Special Master makes a recommended decision to assist us in reaching an agreement. This is nothing more than a recommendation and has no binding authority in law. Sometimes it is effective, most often it is not. The process asks someone, who is not answerable to the public, to come in and tell public officials such as the Board how you ought to decide on these issues.

Mr. Carson stated that Dr. Marshall Barry never testifies for anybody but the unions. Dr. Barry is truly a labor economist. Mr. Carson said the Special Master wants to do what is consistent with what he sees elsewhere, what's the mode and what other unions have been able to obtain.

Mr. Carson told the Board it is their responsibility to determine what is in the best interest of the public. The Special Master's decision is advisory only and only the Board, as public officials, can exercise the sovereign power of government. The Special Master's advice is based upon a single hearing. That is the extent of his knowledge of KUA and what he heard that day.

Mr. Carson stated the Board should recognize that there is a difference between collective bargaining in the private sector and collective bargaining in the public sector. In the private sector it is bilateral decision making. Labor and management meet at the bargaining table and through negotiations, because one party has

the right to strike and the other party has the right to lock out, they bring about an economic agreement which they then pass off the cost of it to someone else. The public sector is different. In the public sector it is bilateral input into decision making. There are discussions and you try to reach an agreement. Then the public officials make the decisions.

Mr. Carson stated the law requires that he consult with and represent the views of the legislative body. The Florida legislature has gone so far as to make these discussions one of the few exceptions to the Sunshine law and any documentation discussed with you is also exempt from public record.

Mr. Brinson stated there are only four voting members at the meeting tonight. Mr. Brinson said we would proceed with Article 33 on Wages.

Mr. Siwica stated the Special Master recommended a wage proposal that had three components to it. He recommended an additional 1% increase, retroactive to October 1, 1995 and various classification adjustments. Mr. Siwica said that KUA management rejected this saying that everyone else got a 3% increase and that is enough. Mr. Siwica said after reaching impasse, management made some changes to the wage proposal that operated to interfere with the union's right to bargain if they are adopted. These changes state the wage increase for 1995/96 will stop. There will be no further increases unless they are negotiated. Mr. Siwica said the union does not want language that stops the wage increase from continuing into the next fiscal year, if we have not reached an agreement. Mr. Siwica stated the addition of this language at the time of the Special Master hearing was unlawful. Mr. Siwica said from a legal perspective, the Board cannot vote on this tonight.

Mr. Siwica then reviewed the Special Master's recommendations on Wages/Salary Plan. Mr. Siwica also reviewed a salary survey that management submitted. He felt this survey was very flawed and did not use weighted averages.

Mr. Carson stated with regard to the Special Master's recommendation, his view prior to tonight was that the Master had recommended only a total of 4% market level adjustment retroactive back to October 1, 1995. Mr. Carson knew nothing about the classification increases. Mr. Carson disagreed with Mr. Siwica's opinion that some of the language is not lawful. Mr. Carson stated the language he is referring to is employees are not going to be eligible for automatic market level adjustments that are given to general employees. The expectation of these employees is not what is given to other employees who are not in the bargaining unit. Their expectation is determined by what they negotiated at the bargaining table and we do not want a dispute again next year as to what their expectation is. Mr. Carson said this language is perfectly appropriate and will avoid any confusion in the future. Mr. Carson stated the 3% market level adjustment is the same thing that was given to other KUA employees. The market level adjustment of 3% is in fact higher than recent increases in the consumer price index. Mr. Carson also said the pay schedules for bargaining unit employees compare favorably with similar employers. Mr. Carson said the employers that the union wanted to compare to, have had layoffs and downsizing and that has never happened at KUA.

Mr. Carson stated the pay increase given to these employees is the appropriate level and the surveys which are used are appropriate.

Mr. Siwica stated the Special Master was very clear in terms of the other authorities relied upon. Two sets of documents were presented including Florida Power Corporation and Florida Power & Light in one set and the other was Orlando, Tampa and Lakeland. Mr. Siwica said it was no secret who the Master was relying upon and everyone knew what evidence was presented. Mr. Siwica said KUA's wages are still radically behind in most areas.

Chairman Gant asked the Board if there were any questions or comments on Article 33.

Chairman Gant stated Mr. Siwica implied that the Board felt the KUA employees were not worth what KUA is paying them. Chairman Gant said he takes exception to that. Mr. Siwica stated he did not attribute that to the Board, it was the position taken at the Special Master hearing.

Article 33 Wages/Salary Plan - Issue: What salary increase should be given to employees? - Director Guthrie made a motion to accept Management's Recommendation as set out on pages 5-6, providing for the 3% market level adjustment already granted, and the continuation of topped out bonuses; seconded by Director Lowenstein.

Motion carried 4 - 0

Mr. Brinson said the next item is Article 21 on Temporary Upgrade.

Mr. Siwica stated the employer reserves the right to require its employees to work in different job classifications, which in some instances pay more money. There is a practice of six weeks of working in a job classification before paying the additional 5% premium. Mr. Siwica said the Special Master came up with ten working days before the employee would be paid the 5% premium. Mr. Siwica stated employees work out of class a lot, but do not make it to six weeks due to being pulled out and the job given to someone else.

Mr. Carson stated KUA wants to retain the status quo with thirty or more days in a higher classification. Mr. Carson does not think the Special Master has shown anything in his recommendation as to why it should be changed.

Mr. Siwica said the Special Master looked at all the statutory criteria, looked at comparable jurisdictions and came up with the ten days. He looked at what other employers are doing.

Chairman Gant asked the Board if there were any questions or comments on Article 21.

Article 21 Temporary Upgrade - Issue: When will employee be eligible for upgrade pay? - Director Lowenstein made a motion to accept Management's Recommendation as set out on page 10, providing for upgrade pay of 5% after an employee has worked thirty or more consecutive days in a higher classification; seconded by Director Hord.

Motion carried 4 - 0

Mr. Brinson stated the next item is Article 26 Meal Allowance.

Mr. Siwica stated there is no meal allowance now when an employee is called in early or forced to work late. Mr. Siwica said having a meal allowance is a very common practice in the industry. The Special Master recommended a \$7.00 meal allowance.

Mr. Carson said it is a normal provision, but it is not necessarily a reasonable provision. The meal allowance started out with the need of a meal to get sustenance, then it became give me the meal or give me the allowance and then converted into give me the allowance.

Mr. Siwica stated this is a traditional benefit that KUA does not have.

Chairman Gant asked the Board if there were any questions or comments on Article 26.

Article 26 Meal Allowance - Issue: Should employees receive meal allowance? - Director Guthrie made a motion to accept Management's Recommendation to not include any provision for meal allowances in the collective bargaining agreement; seconded by Director Lowenstein.

Motion carried 4 - 0

Mr. Brinson stated Article 5 Discipline & Discharge, Article 15 Grievances and Article 36 Alcohol and Substance Abuse Testing would be discussed all at one time.

A brief recess was taken between 8:00 p.m. and 8:10 p.m.

Mr. Siwica stated there are three components in Article 5 that the Special Master recommended. First, that we put in Ajust cause. Management has the right to discipline and discharge employees for just cause. Second, that discipline has to be done in a timely fashion and third, progressive discipline except where we have serious misconduct. In cases of serious misconduct, the employer can go right to the top and fire the employee.

Mr. Siwica said the key thing he wanted to focus on is just cause. Just cause is the union giving up the right to bargain over discipline and letting the employer discipline an employee as long as it is for just cause. The Special Master stated that just cause is done in the vast majority of contracts. Mr. Siwica stated that in excess of 99% of agreements include just cause. Mr. Siwica said that management does not want a third party, an arbitrator coming in and telling us whether or not we comply. Mr. Siwica said if just cause is not put in the contract, we are looking at some risks. The first risk is that both parties will have to bargain and have hearings over written reprimands because in the terms of employment, discipline is a mandatory subject to bargaining. Mr. Siwica stated on April 26, 1996, the Labor Board in the private sector overruled a long line of cases that said employers do not have to bargain over changes or actions by an employer that affect an individual. The Public Employee Relation Commission, which often follows the Labor Board for its rules, will likely follow the private sector rule.

Mr. Siwica stated the employees are in favor of the substance abuse policy, however, they want appropriate discipline added to this policy.

Mr. Carson stated the issue is not just cause. The ability to discipline for just cause is already a law allowing the employer to discipline its employees in its terms for proper cause. Mr. Carson said no contract contains all of the terms and conditions of employment which affect employees, and the law says that when there is a term and condition of employment which is not in the agreement, you make reference to wherever else it may be. Mr. Carson said the issue is really what will be subject to arbitration. There is no legal requirement that says you need to have discipline and discharge in your collective bargaining agreement. When you do not have discipline and discharge in your collective bargaining agreement, there is nothing to interpret and nothing to apply. Mr. Carson said just cause is commonly found in collective bargaining agreements, but that does not mean it is a provision that ought to be just simply placed in an agreement.

Mr. Carson said the purpose of an arbitration process is to determine whether or not there are facts that support the discipline. Did the employee do what he is accused of doing. Mr. Carson said there are specific instances where arbitrators have forgotten what their responsibility is. Mr. Carson said the problem is you simply do not have a limitation on what the arbitrator is going to do.

Chairman Gant asked the Board if there were any questions or comments on Article 5 Discipline & Discharge.

Director Hord stated the system we have in place is fair and just and does not see the need to change it.

Article 5 Discipline & Discharge - Issue: Should contract contain language regarding discipline & discharge? - Director Hord made a motion to accept Management's Recommendation to not include any language regarding discipline and discharge in the collective bargaining agreement; seconded by Director Lowenstein.

Motion carried 4 - 0

Chairman Gant asked the Board if there were any questions or comments on Article 15 Grievances.

Article 15 Grievances - Issue: Should contract contain language regarding discipline & discharge? - Director Guthrie made a motion to accept Management's Recommendation as set out on pages 16-20, which does not include any reference to discipline or discharge; seconded by Director Hord.

Motion carried 4 - 0

Chairman Gant asked the Board if there were any questions or comments on Article 36 Alcohol and Substance Abuse Testing.

Article 36 Alcohol and Substance Abuse Testing - Issue: Should contract contain language regarding discipline & discharge? - Director Lowenstein made a motion to accept Management's Recommendation as set out on page 24-31, which does not include references to Appropriate or Proper discipline; seconded by Director Guthrie.

Motion carried 4 - 0

Mr. Brinson stated the next issue was Article 2 Representation & Recognition.

Mr. Siwica stated the parties are not in agreement on the issue of temporary employees. Temporary employees do not get any benefits, wages or anything that a permanent employee would get. Mr. Siwica said KUA does not currently use temporary employees and has no intention of using temporary employees. However, what happens if the employer decides to bring in temporary employees. The message to your employees is thumbs down to job security. Mr. Siwica said the union does not have a problem with the use of temporary employees, just don't use them for more than six months. Mr. Siwica stated this issue could not be voted on tonight. As a matter of law, this kind of elimination of unit work, to reserve the right to take it away from the bargaining unit without bargaining, cannot be addressed unilaterally tonight.

Ms. Turner stated KUA does not employ temporary employees, however, there are exceptions. KUA would like to maintain the flexibility of being able to use temporary employees. Ms. Turner said there are times when employees have to be off for a long period of time and therefore, KUA would be able to hire somebody on a part-time or temporary basis. This is a right KUA has always had. Ms. Turner said we have bargained about this issue since last March and the Board could vote on this issue tonight.

Mr. Siwica stated hiring temporary employees is a dagger over the head of permanent employees.

Chairman Gant asked the Board if there were any questions or comments on Article 2 Representation & Recognition.

Director Hord commented he did not like the comment Mr. Siwica made about a dagger over the employees heads. Director Hord said he has been in business in this town for twenty-four years and he does use temporary employees. He said he does not use this as a threat against his permanent employees. Director Hord said there are times when an employee could be out for many months and as the employer, he would like to have the opportunity to use a temporary worker in that position.

Article 2 Representation & Recognition - Issue: Will there be any limits on use of part time or temporary employees? - Director Hord made a motion to accept Management's Recommendation as stated on page 32, which does not include any limitation of the use of temporary or part-time employees; seconded by Director Lowenstein.

Motion carried 4 - 0

Mr. Brinson stated on Article 3 Management Rights and Article 10 Union Access, the burden has been shifted over to management and Ms. Turner will go first.

Ms. Turner stated on Article 3 management is proposing language that would otherwise not be in the contract. Ms. Turner said it is important to spell out exactly what rights KUA retains as opposed to a brief management rights article recommended by the Special Master. Ms. Turner said the more extensive language should be included because an important function of a management rights clause is to set out guidelines that arbitrators need to review in case there are any challenges or questions about the interpretation of the contract. The arbitrator could go back and look at the management rights clause and see what was the intent of the parties when they negotiated this agreement as to what rights are going to be retained by management and which rights are not going to be retained by management.

Mr. Siwica stated the Special Master recommended language consistent with Florida law and the union agreed to this. Mr. Siwica said a management rights clause operates to waive the union's right to bargain collectively during the term of a contract.

Mr. Siwica stated the Board did not have the legal right to vote on the proposal made by management. Mr. Siwica reviewed the City of Cocoa case which included the same argument. Mr. Siwica stated a public employer is prohibited from legislatively imposing a management rights article which contains a waiver of a union's right to bargain over changes to wages, hours, or terms or conditions of employment.

Ms. Turner stated although the Special Master may not have seen this language previously, it is in many other contracts. Also, Ms. Turner said the Board could vote on this issue tonight. Ms. Turner said management is not proposing to impose a waiver of a union's right to bargain over mandatory subject of bargaining.

Chairman Gant asked the Board if there were any questions or comments on Article 3 Management Rights.

Article 3 Management Rights - Issue: What language should the contract have regarding management rights? - Director Guthrie made a motion to accept Management's Recommendation as shown on pages 35-37, to include language in the management rights article that expressly sets out rights retained by management; seconded by Director Lowenstein.

Motion carried 4 - 0

Mr. Brinson stated the next issue was Article 10 Union Access and that management would go first.

Ms. Turner stated the issue was under what conditions will employees be permitted to take time off without pay to attend union bargaining sessions. Ms. Turner said management proposes allowing up to four employees to take time off, but with no more than one person from each work area. Ms. Turner stated management has tried to accommodate the union recognizing there are employees who want to attend the bargaining sessions and, therefore, have had these sessions at night.

Mr. Siwica stated typically these bargaining sessions occur during working hours and a certain amount of employees are paid to bargain. Mr. Siwica said KUA has an organization called the Employees Organization Committee which meets to talk about wages, hours and conditions of employment and KUA pays them. Mr. Siwica said he isn't asking for union employees to be paid to attend bargaining sessions, but to be able to negotiate during working hours.

Ms. Turner said the EOC only meets once a month and employees are released from their work if the meeting is scheduled during work for the limited amount of time to attend the meeting. If the meeting occurs at a time when they are not scheduled to work, they are not paid for it.

Chairman Gant asked the Board if there were any questions or comments on Article 10 Union Access.

Article 10 Union Access - Issue: When will employees be permitted to take time off without pay to attend negotiations? - Director Lowenstein made a motion to accept Management's Recommendation as set out on pages 38-39, allowing up to four employees to take time off without pay to negotiate (but with no more than one person from each work area); seconded by Director Guthrie.

Motion carried 4 - 0

Mr. Brinson stated the union would go first on Articles 20, 31 and 32.

Mr. Siwica said the Special Master agreed with the union that it is rather standard to limit the ability of supervisors to do unit work. Mr. Siwica said taking away unit work is a mandatory subject to bargaining. Mr. Siwica said the union voluntarily agreed not to bargain over supervisors doing work in certain limited situations. They can use their tools and do the work of bargaining unit people when they are training someone and also in extreme emergencies. Mr. Siwica stated the Board cannot lawfully impose language that erodes the unit.

Ms. Turner said management wants to insure that KUA customers have efficient and economical service and stay competitive in the future. One way to do that is to maintain flexibility and have whoever is qualified to do the work, do the work. That means if one day a foreman needs to pitch in and do something, that foreman should do it and not wait around for someone who is in the bargaining unit. Ms. Turner stated the Board could vote on this issue.

Mr. Siwica stated management cannot take away from them their right to bargain over mandatory subjects of bargaining.

Chairman Gant asked the Board if there were any questions or comments on Article 20 Supervisors Working.

Article 20 Supervisors Working - Issue: When can supervisors do work normally performed by bargaining unit employees? - Director Guthrie made a motion to accept Management's Recommendation to not include any language in the contract that would limit the ability of KUA to work supervisors; seconded by Director Hord.

Motion carried 4 - 0

Mr. Siwica stated on Article 31 General Working Conditions, that employees who do not normally work outside, may be forced to do so only in emergency conditions during inclement weather.

Ms. Turner stated the language suggested by the Special Master is so full of loop holes and so confusing, that it is really just an invitation to arbitration. Ms. Turner stated that is why management proposes to maintain the status quo, which is that employees may be required to work outdoors during inclement weather when the employees foreman determines that work is appropriate during such conditions.

Mr. Siwica stated the employees feel this is a problem and they want it fixed. The Special Master recommended employees shall not be required to work outdoors in rainy or inclement weather except in an emergency. A supervisor designated by the company shall be responsible for making this decision and observing this clause. At one point, instead of saying except in an emergency, Mr. Siwica said except in a dangerous situation. Director Hord corrected Mr. Siwica stating it did not say a dangerous situation, it said an emergency.

Chairman Gant asked the Board if there were any questions or comments on Article 31 General Working Conditions.

Article 31 General Working Conditions - Issue: When will employees be required to work in inclement weather? - Director Lowenstein made a motion to accept Management's Recommendation as stated on page 42 that will allow foremen to continue to determine when employees shall be required to work in inclement weather; seconded by Director Guthrie.

Director Hord stated he could not go with what the Special Master is saying because most of it does not make any sense.

Director Guthrie stated we could do without the sarcasm from Mr. Siwica. Mr. Siwica apologized.

Motion carried 4 - 0

Chairman Gant stated the next item was Article 32 Assignment/Storm Work.

Mr. Siwica stated this is what happens to employees when there is a call from another jurisdiction for linemen. The Special Master said volunteers should be selected by seniority to do storm work. Mr. Siwica said that during Hurricane Andrew, KUA employees slept out in the open and ate at the Red Cross along with the other homeless people. By contrast, other jurisdictions such as Lakeland and Florida Power Corporation fed their employees and put them up in hotels. Mr. Siwica said there is an agreement between the jurisdictions to cover this and provide for reimbursement. Therefore, it did not cost Lakeland or FPC a dime to take care of their employees.

Ms. Turner stated employees who went down to Homestead after Hurricane Andrew undoubtedly suffered very intolerable conditions, just as the residents in the area did. Unfortunately, it is something that depends upon the circumstances of each area as to what is available and it is not something that KUA always has control over.

Mr. Siwica said everyone else figured out how to take care of their employees, why couldn't KUA. Mr. Siwica said sleeping outside is not suitable lodging and the employees should not have had to stand in line for food at the Red Cross.

Director Lowenstein wanted Ms. Turner to explain the provision from the Mutual Aid Agreement. Ms. Turner stated the damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of departure from their regularly scheduled work location until the time of return to their regularly scheduled work location. Food and shelter provided shall be subject to the approval of supervisory personnel of the assisting utility. If not agreeable, food and shelter shall be provided and paid for, as determined by mutual agreement.

Chairman Gant asked the Board if there were any questions or comments on Article 32 Assignment/Storm Work.

Mrs. Shari Thompson, wife of Bruce Thompson, stated her husband was down in Homestead for one month and slept outside. She said no one from Homestead took care of him, so whose fault is it then. Mrs. Thompson stated we just sent employees down there, not knowing what we were sending them to.

Chairman Gant stated he was down at Homestead himself after Hurricane Andrew and there was no place left to stay in that area and there was no food. Chairman Gant said this was the first time he heard that the employees had those kind of conditions. If the conditions were that bad to them at that time, why didn't they give them the information when they got back from Homestead. Mr. Siwica said people were being bused in from neighboring towns where they were staying.

Article 32 Assignment/Storm Work - Issue: Under what conditions will employees work out of the area for storms or other emergencies? - Director Guthrie made a motion to accept Management's Recommendation to include the language shown on page 44, allowing management to use employees to assist in other communities in the event of emergencies; seconded by Director Lowenstein.

Motion carried 4 - 0

C. OTHER

D. HEAR GENERAL MANAGER, ATTORNEY, DIRECTORS

GENERAL MANAGER

Mr. Welsh stated there was a special meeting scheduled for an IDO workshop on October 24, 1996. Mr. Welsh said this is not a valid date and rescheduled the workshop meeting for October 30, 1996.

E. ADJOURNMENT - Meeting adjourned at 10:00 p.m.

ATTEST:


SECRETARY


CHAIRMAN