

**GRIEVANCE AND ARBITRATION PROCEDURES
FOR ANY DISPUTES RELATING TO EMPLOYEES AND JOB APPLICANTS OF
BILL'S ELECTRIC COMPANY**

1. General Policy: THIS GRIEVANCE AND ARBITRATION PROCEDURE does not apply to matters that Employees or Job Applicants want to file with the NLRB (National Labor Relations Board). Otherwise, this procedure is to cover any non-NLRB type dispute between an Employee and the Employer (Bills' Electric Company), and any disputes relating to applications by Employees, or arising from any application for employment or from employment of any person for such Employer, management personnel or others. Such dispute shall be resolved through this grievance and arbitration procedure, which shall be deemed to be a part of the said employee's employment agreement, and of the agreement of the Employee or potential Employee to submit an application for employment with Employer. This is intended to include any type of dispute, including any claimed violation by the Employer of any law or statute. Any employees who are covered by a separate grievance-arbitration clause of a collective bargaining agreement must use that procedure to the extent it applies to the grievance involved.

2. Necessity of Timely Grievance Step Processing: One purpose of this procedure is to require the timely resolution of any disputes. We accomplish this by requiring that these steps be followed in a timely manner:

NOTICE: AS TO NON-NLRB TYPE CLAIMS OR DEMANDS, WHEN EMPLOYEE CLAIMS EMPLOYER HAS VIOLATED THE EMPLOYEE'S RIGHTS COVERED BY ANY FEDERAL LAW SUCH AS THE LAWS ADMINISTERED BY THE EQUAL OPPORTUNITY COMMISSION OR HUMAN RIGHTS COMMISSION, OR ANY LAWS SUCH AS TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, OR THE AMERICANS WITH DISABILITIES ACT, OR OTHER LAWS OR REGULATIONS ADMINISTERED BY THE EEOC, OR THE FAIR LABOR STANDARDS ACT OR FAMILY AND MEDICAL LEAVE ACT ADMINISTERED BY THE U.S. DEPARTMENT OF LABOR, OR OTHER STATUTES ADMINISTERED BY THAT DEPARTMENT, CLAIMS OF VIOLATIONS OF STATE LAW SUCH AS THE MISSOURI HUMAN RIGHTS ACT, THE MISSOURI PREVAILING WAGE LAW, OR RETALIATION UNDER THE MISSOURI WORKERS' COMPENSATION STATUTES, THE EMPLOYEE MAY BYPASS STEPS 1 THROUGH 5 HEREOF AND GO IMMEDIATELY TO STEP 6, PROVIDING THAT THE EMPLOYEE FILES A WRITTEN NOTICE OF THE GRIEVANCE WITH THE EMPLOYER WITHIN 30 DAYS AFTER THE ALLEGED VIOLATION.

IF EMPLOYEE HAS FILED A CLAIM AS TO NON-NLRB RELATED CLAIMS, IF EMPLOYEE HAS FILED A CLAIM WITH A GOVERNMENTAL AGENCY OR WITH A COURT, AND HAS MET ALL OF THE TIME LIMITATIONS AND CONDITIONS REQUIRED TO TIMELY FILE THAT CLAIM OR CHARGE, AND EMPLOYER ASKS THAT AGENCY OR COURT TO DEFER ACTION THEREON OR TO STAY SUCH PROCEEDINGS PENDING THE OUTCOME OF ARBITRATION UNDER THESE RULES AND PROCEDURES, THEN EMPLOYER WILL WAIVE THE THIRTY-DAY TIME LIMIT OTHERWISE APPLICABLE TO THAT CLAIM. HOWEVER, THE ARBITRATOR MAY FIND THAT THE EMPLOYEE CLAIMANT COULD HAVE MITIGATED HIS OR HER DAMAGES BY MORE PROMPTLY PURSUING THE CLAIM UNDER THESE PROCEDURES.

FOR OTHER TYPE CLAIMS (REMEMBER THAT NLRB CLAIMS ARE EXCLUDED FROM THIS POLICY), EMPLOYEE SHOULD USE STEPS 1 THROUGH 6 AS SET FORTH BELOW.

(a) **Step 1: REQUIREMENTS FOR EMPLOYEE OR JOB APPLICANT:** Discuss the matter with your immediate supervisor (or person to whom you have submitted your job application) as soon as you are aware of the problem. Hopefully you and such supervisor will be able to resolve the dispute in most cases. If not, you must obtain from such supervisor a grievance form, and fill it out within seven (7) calendar days of the time you became aware of the problem. You must present this written grievance, which must state the facts on which you base your claim, the dates of the events involved and the relief requested. You must submit a copy of your written grievance both to the Employer representative immediately involved. You should describe as fully as possible the violation you are claiming in your written grievance. You will normally be given a written answer to your grievance within seven (7) calendar days after you present that written grievance. Forms sent to the personnel office may be faxed to 1-417-624-6966/6988.

(b) **Step 2: REQUIREMENTS FOR EMPLOYEE OR JOB APPLICANT:** If you have not received a satisfactory answer or resolution at Step 1, you may present your written complaint to your Employer's personnel office. This must be done within seven (7) calendar days after you failed to reach a resolution at Step 1, and you should supplement your original written grievance with any additional information you believe is relevant to the dispute. Any Employee who feels that the immediate supervisor has committed an offense which includes sexual harassment or any other type of conduct offensive to your personal dignity may bypass Step 1 and go directly to Step 2 and may present any such claim to the next higher supervisor who is not alleged to be involved in such personal indignity.

(c) **Step 3: EMPLOYER INVESTIGATION PROCEDURES:** The personnel office or the general manager or their agents may call you in for a conference to discuss your grievance or complaint. You may be asked to provide any additional information. Within one week from the time the personnel office completes its investigation of your claims you will be notified in writing of the decision made on your grievance or complaint.

(d) **Step 4: EMPLOYEE OR JOB APPLICANT APPEAL RIGHTS:** If you are not satisfied with the decision at Step 3, you may present a written demand for a hearing before the board of directors or Employee Grievance Board of Employer or its designated hearing officer. Such designated hearing officer will determine the time and place of the hearing and the rules which will apply to your proceeding, and the type of record to be made of the testimony. You will be able to have any person who you may choose to represent you at this hearing as your advocate. You may have an attorney represent you if you choose, at your own expense. Please have your attorney write a letter to Employer entering your attorney's appearance so Employer may have its attorney communicate with your attorney concerning scheduling matters.

(e) **Step 5: DECISION AFTER FIRST APPEAL:** You will receive a written decision from the hearing officer within a reasonable time following your Step 4 hearing, usually within one week. This will be the final resolution of your claim, to the extent that the questions involved raised matters which are within the discretion of the employer involved.

(f) **Step 6: SPECIAL APPEAL RIGHTS FOR CLAIMS OF STATUTORY NON-NLRB TYPE STATUTORY VIOLATION OF EMPLOYEE RIGHTS:** If you claim that your rights provided by law, outside of Company discretion (and remember, this does not apply to NLRB matters or matters you want to file with the NLRB), were violated by Employer (Company) and that such matter was not properly or completely addressed by the decision reached at Step 5, and that you have substantial claims to show that your statutory rights (other than matters you want to bring before the NLRB), have been violated, you may file a demand for legal review before an Impartial Arbitrator to resolve any claims you may assert that your legal rights have been violated and will not be fully remedied by the decision at Step 5. This Step 6 request for Impartial Arbitration must be made in writing addressed to the Company's Personnel Director, and must be received by such office within seven (7) calendar days from the date that the Step 5 decision was communicated to you, in writing, or within thirty (30) days from the date your claim arose, whichever is later. Claims concerning post-dispute matters which arise under Federal law may be filed at this step within thirty (30) days of the time the claim arose. In any case (including where the parties have bypassed the earlier steps), Employee and Employer will still cooperate to exchange information and to attempt settlement or to establish the facts which can be agreed upon and what issues are to be arbitrated. Upon reasonable notice by the Employer, the

Employee will attend any meeting for that purpose, and at such meeting, parties will reasonably exchange information each may require from the other.

(g) Time Limits: Failure of the Employee/Grievant to take action within any of the time limits set forth above or elsewhere in this grievance and arbitration procedure shall result in the Employee/Grievant's claims being dropped. Failure of the Employer to take action within any of said time limits shall result in the matter being automatically available for processing to the next STEP, if Grievant does so in a timely and proper manner. The time limits at each STEP provided above and elsewhere in this Agreement may be extended or waived, but only by mutual agreement of the Employer and Employee/Grievant, subsequently confirmed in writing by both parties.

FOR STATUTORY VIOLATION CLAIMS (OTHER THAN NLRB MATTERS TO WHICH THIS POLICY DOES NOT APPLY), ARBITRATOR MAY EXCUSE LATE FILING UNDER EQUITABLE TOLLING DOCTRINE, AS MENTIONED AT END OF SECTION 4 BELOW.

3. Impartial Arbitration Rules: The following rules shall govern the Impartial Arbitration:

(a) The parties may agree on an arbitrator. If an arbitrator has not been agreed to by the parties within thirty (30) calendar days from the date the Employee or Grievant requests impartial arbitration, then either party may obtain a panel of seven (7) arbitrators from the County Bar Association. The Employer will endeavor to obtain a list of attorneys from the County Bar Association for use as such arbitrators or may select a list of seven (7) names of other qualified arbitrators from other sources familiar with the Employer's industry. After a list of seven (7) names are provided to the Grievant, the Grievant shall strike three (3) names from said list and the Company shall strike three (3) names and the final person from the list shall be selected as the Impartial Arbitrator. If parties cannot select an arbitrator by these procedures within twenty (20) calendar days, either party may apply to Circuit Court for appointment of an arbitrator under RSMo. § 435.360.

ALTERNATE ARBITRATION SELECTION PROCEDURE FOR NON-NLRB RELATED STATUTORY CLAIMS: FOR ANY CLAIM (OTHER THAN NLRB RELATED CLAIMS WHICH ARE EXCLUDED FROM THIS POLICY), BY THE EMPLOYEE THAT THE EMPLOYER HAS VIOLATED THE EMPLOYEE'S RIGHTS UNDER FEDERAL LAW OR STATE LAW (STATUTORY CLAIMS OTHER THAN NLRB RELATED CLAIMS AS REFERRED TO IN SECTION 2 HEREOF), THE GRIEVANT MAY OBTAIN A LIST OF FIVE (5) NAMES OF ATTORNEYS TO NOMINATE AS ARBITRATORS AND SUBMIT THAT LIST TO THE EMPLOYER, AND THE EMPLOYER MAY SELECT ANY ONE OF THOSE PERSONS AS AN ARBITRATOR. IF THE EMPLOYER OBJECTS TO ALL OF THEM, THE EMPLOYER WILL THEN SUPPLY A LIST OF FIVE (5) ATTORNEYS TO SUGGEST TO THE GRIEVANT AND IF GRIEVANT REJECTS ALL OF THEM, THE EMPLOYER WILL FILE A MOTION WITH THE APPROPRIATE COUNTY COURT OF THE COUNTY WHERE GRIEVANT WAS EMPLOYED FOR EMPLOYER, AND THE COURT WILL BE ASKED TO DESIGNATE AN ARBITRATOR UNDER RSMo. §435.360. GRIEVANT MAY CALL THE EEOC OR THE MISSOURI COMMISSION ON HUMAN RIGHTS OR THE MISSOURI BAR ASSOCIATION OR THE SPRINGFIELD METROPOLITAN BAR ASSOCIATION OR THE LOCAL BAR ASSOCIATION OR ANY ATTORNEY TO OBTAIN SUGGESTED NAMES OF ATTORNEYS TO NOMINATE AS ARBITRATORS.

(b) The Impartial Arbitrator shall be currently licensed and authorized to practice law in Missouri and shall be governed by the same standards as set forth for federal judges under 28 U.S.C. §455. Arbitrator shall schedule a pre-hearing conference with the parties and their legal counsel to determine the best time for a hearing, and what discovery is needed. Either party may serve interrogatories, or requests for production of documents, request for admissions and deposition notices on the other to be answered within ten days. The Arbitrator is authorized to rule on any discovery disputes, with discovery to be free and open and cooperative and available to allow each party to adequately prepare for trial. After a reasonable time for discovery, not to exceed forty-five (45) days from date of appointment of Arbitrator except when both parties so agree or justice so requires, the Arbitrator shall set the arbitration hearing and decide the issues presented in the grievance. The Impartial Arbitrator shall be given a copy of this Agreement upon his appointment and shall be requested to give the parties a notice as required by RSMo § 435.012, and then certify that he is impartial under requirements set forth in 28 U.S.C. §455.

(c) The Impartial Arbitrator shall serve as presiding officer at the hearing, and shall make rulings on all evidentiary objection or submissions, in accordance with recognized legal and trial principles. The Arbitrator shall issue a written decision, with separate findings of fact and separate conclusions of law, within thirty (30) days from the final submission by the parties.

(d) The Impartial Arbitrator's decision shall be final and binding on both parties, except that any party shall have a right to seek judicial review of the arbitrator's decision in Missouri Circuit Court or United States District Court, to set aside any clearly erroneous finding of fact, and finding of fact not supported by substantial evidence on the record as a whole, and any decision which erroneously applies the law to the facts or reaches a clearly erroneous legal determination on the facts properly found to be established at the hearing. The Arbitrator's ruling is also subject to court review based on any other ground as provided in the Missouri Uniform Arbitration Act. In order to obtain this judicial review, under any grounds provided by the Missouri Uniform Arbitration Act, the party seeking such review must file said action within the ninety (90) days prescribed by the Missouri Uniform Arbitration Act. The initial court's determination is also subject to review under the same procedures generally applicable to any final judgment by that court and under the standards herein provided, and those standards generally applicable to court-tried lawsuits. Failure to perfect any timely appeal at any stage renders the last decision not timely appealed as the final and binding result. If the court to which an appeal has been taken from the Arbitrator's decision refuses to grant review to the fullest extent required under this policy, the parties shall jointly request the court to remand the case for review by an impartial Arbitration Appellate Tribunal. This Tribunal shall consist of attorneys at law authorized to practice in Missouri, who are otherwise qualified to act as Arbitrators herein. If the appeal involves more than \$25,000 which is in dispute to be resolved by the appeal, there shall be at least two Appellate Arbitrators, and their decision on appeal must be unanimous, and if not unanimous, the two shall submit the matter to a third neutral Appellate Arbitrator having the same qualifications. Either party may ask the Court to appoint these Appellate Arbitrators.

4. Impartial Arbitrator's Power and Responsibility: The Impartial Arbitrator shall rule on any discovery disputes and may hold pre-hearing conferences, and establish pre-hearing scheduling orders, much in the same way that Judges may do. However, the discovery shall not be allowed to become excessively burdensome on either party, and the Arbitrator shall have discretion to limit discovery in a reasonable manner to keep the arbitration processes efficient as to time and expenses, and to provide for prompt resolution of the dispute. The Arbitrator shall be required to adhere to all legal principles applicable to the dispute and to render a decision which is in accord with applicable legal precedent as to such issues as the parties have raised by their grievance steps, demands and responses. The Arbitrator shall not have power to:

(a) re-write the agreement of the parties, except as may be appropriate under the equitable principles which courts of equity may utilize in actions for reformation. In no other situation may the arbitrator change the agreement of the parties.

(b) impose any new term or condition or obligation on the parties. Specifically, the arbitrator may not change the "at will" status of the Employee to confer any form of tenure or to restrict management's inherent prerogatives.

(c) decide any issue or controversy which has not been timely preserved by a timely grievance or a timely request for arbitration, or any issue other than those described in the written grievance and demand for arbitration.

(d) grant relief beyond that provided by law, applicable to the type of grievance issues timely presented to the arbitrator for resolution.

(e) waive any statute of limitations applicable to the grievance dispute, or waive any requirements for timely presentation of any issue to the EEOC or State Human Rights Commission, where that is required by applicable statutes or regulations, except to the extent that a court could properly do so under the same circumstances.

(f) grant any type of remedy, or enter any order, which is to be effective retroactive to a date prior to the occurrence of the actual event giving rise to the grievance, or to a point in time which is in excess of five (5) working days (four (4) work weeks if a dispute is involved which claims employee was paid at an improper rate or for insufficient hours) prior to the grievance being initiated under step 1 of the grievance procedure.

(g) impose a higher burden of proof on any party than the preponderance of the evidence standard. Also, the Grievant shall sustain the burden of proof and the arbitrator shall have no authority to change the burden of proof to the Company except as to a defense that is recognized by law as being an affirmative defense.

EXCEPTIONAL POWER OF ARBITRATOR FOR NON-NLRB RELATED STATUTORY CLAIM OF THE TYPE MENTIONED IN BOLD-FACED SECTION IMMEDIATELY BEFORE SECTION 2(a) HEREOF: IN CONNECTION WITH ANY DISPUTE WHICH INVOLVES THE EMPLOYEE'S NON-NLRB TYPE CLAIM, THAT THE EMPLOYER HAS VIOLATED A FEDERAL OR STATE STATUTE AS TO A MATTER THAT IS OUTSIDE THE DISCRETION OR AUTHORITY OF THE EMPLOYER'S MANAGEMENT, THE ARBITRATOR SHALL HAVE POWER TO GRANT EXTENSIONS OF TIME UNDER THE SAME PRINCIPLES WHICH APPLY TO JUDGES UNDER THE FEDERAL STATUTES INVOLVED UNDER THE DOCTRINE OF EQUITABLE TOLLING, SO LONG AS THE DECISION GRANTING THE EXTENSION OF TIME IS CONSISTENT WITH APPLICABLE COURT PRECEDENT INVOLVING SAID EQUITABLE TOLLING DOCTRINE.

IN REGARD TO ANY STATUTORY CLAIMS BY THE GRIEVANT, THE ARBITRATOR MAY AWARD ANY REMEDIES THAT A STATE OR FEDERAL JUDGE ENFORCING THE SAME LAW WOULD AWARD IN A COURT-TRIED CASE, INCLUDING THE RIGHT TO AWARD BACK PAY, FRONT PAY, OR OTHER DAMAGES OR PROVIDE OTHER REMEDIES THE SAME AS ANY STATE OR FEDERAL JUDGE COULD DO IN THAT TYPE OF CASE FOR THAT TYPE OF VIOLATION.

5. Arbitration to Be Prompt Procedure for Resolution of All Disputes: The parties hereto (Employer and Employee) agree that this Grievance and Arbitration Agreement shall be the prompt method for resolution of all disputes, but this shall not be a waiver of any requirement for the Employee to timely file any charge with the EEOC or any State Agency or any similar State Agency or any similar federal agency, as may be required by law to present and preserve any claimed statutory violation in a timely manner. NOTE: This procedure does not apply to matters Employee desires to bring before NLRB. Otherwise, if any Employee should sue in court or before such non-NLRB agency for relief which is covered by this arbitration agreement, the parties agree that the court or agency should stay any such proceedings, pending the arbitration procedures herein being exhausted. The Arbitrator's decision may be confirmed by any court action by either party to confirm the Arbitrator's award and to reduce that award to a court-enforced judgment, so long as the decision is consistent with all applicable laws. As provided in Section 8 hereof, no employee is prohibited from filing charges with any State or Federal agency.

6. Privilege Applicable to Witnesses and Participants: All persons who present oral or written testimony, evidence, exhibits, or information as a part of the grievance-arbitration procedures stated herein shall be entitled to have the same privilege to do so as if they had given such evidence in connection with a court-type hearing or in connection with pre-trial procedures in any court litigation, and shall not be sued by Grievant or Employer for defamation, invasion of privacy, or any other tort by reason of information so given. Grievant is also required to waive any medical privilege to the same extent that he would be required to do in any court type of lawsuit involving similar issues. Every Grievant is required to reasonably cooperate to allow Employer to fully investigate any claim made by the Grievant and to enable Employer to efficiently perform such investigation as may be necessary to promptly and efficiently resolve the issues raised in the grievance.

7. Cost and Expenses: The Grievant shall pay the fees and expenses of his representatives, and the Company shall pay the costs and expenses of its representatives. The fee and expenses of the Impartial Arbitrator, as well as all incidental expenses normally incurred in connection with the Impartial Arbitration hearing (e.g., room charges, refreshment charges, etc.) will be paid by the Employer, subject to a limitation, however, that the fees of any Arbitrator must be limited to Five Hundred Dollars (\$500.00) for any one-half day of hearing or Twelve Hundred Dollars (\$1,200.00) for any full day of hearing, and not more than Twelve Hundred Dollars (\$1,200.00) for post hearing brief and consideration, unless the Employer otherwise specifically agrees in a particular case. However, the Arbitrator has the power to award costs and fees to the Employer, consistent with Federal law, including attorney fees, if the Employee's claim is frivolous, unreasonable, or without foundation under standards set forth in Christiansburg Garment Co. v. EEOC, 434 U.S. 412 (1978) and other applicable cases. The Arbitrator also has the power to award costs and attorney fees to the Employee who is a prevailing party and all remedies provided by Federal law.

BECAUSE THE EMPLOYER IS AGREEING TO PAY THE COST OF THE ARBITRATOR, AND THE ABOVE LIMITS THE AMOUNT THE EMPLOYER MUST PAY, THE PARTIES AGREE THAT CLASS ACTION ARBITRATION IS NOT CONTEMPLATED UNDER THIS AGREEMENT. THE EMPLOYER MAY REQUIRE MULTIPLE GRIEVANCES BY ANY EMPLOYEE TO BE TRIED IN ONE PROCEEDING TO THE EXTENT THAT IS PRACTICABLE.

8. Preserving Protected Rights: No Employee or job applicant is required to waive any rights which that Employee has to file charges with the NLRB, EEOC, Missouri Human Rights Commission or any other State or Federal Agency. Any such charges should be filed by the Employee in a timely manner with any such agency to avoid potential waiver of Federal or State protected rights. Any transcript or investigation or proceedings conducted in accordance with these Arbitration procedures shall be made available by either party to any such Federal or State Agency to assist it in expeditiously resolving any complaint or charge.

9. Interpretation: This policy shall be interpreted to be consistent with the law. Any provision that may be determined invalid shall be deemed severable from the balance and this policy shall be enforced to the extent that it is lawful to do so.

AS TO ANY MATTERS THAT EMPLOYEE DOES NOT WISH TO BRING BEFORE THE NATIONAL LABOR RELATIONS BOARD, THIS PROCEDURE IS A MANDATORY ARBITRATION POLICY, WHICH EMPLOYEE MUST USE TO RESOLVE ALL DISPUTES COVERED BY THIS AGREEMENT BETWEEN THE EMPLOYER AND THE EMPLOYEE WHICH ARE NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT ARBITRATION PROCEDURE, OR OTHER WRITTEN AGREEMENT, TO THE EXTENT THAT THE UNITED STATES SUPREME COURT AND THE EIGHTH CIRCUIT U.S. COURT OF APPEALS HAVE RULED THAT SUCH ARBITRATION POLICIES MAY BE MANDATORILY REQUIRED BY EMPLOYERS OF EMPLOYEES. IF ANY EMPLOYEE FILES A LAWSUIT WHICH THE EMPLOYER CONTENDS IS SUBJECT TO THIS ARBITRATION PROCEDURE AS A MANDATORY OBLIGATION OF EACH EMPLOYEE TO FOLLOW, THE EMPLOYER MAY ASSERT THIS POLICY AS A DEFENSE IN THE COURT PROCEEDING BY A MOTION TO STAY AND MAY ASK THE COURT TO DETERMINE IF THIS POLICY IS MANDATORY AT THAT TIME.

10. THIS PROCEDURE DOES NOT PROVIDE FOR TRIAL BEFORE A JURY AND IS DESIGNED TO BE A MORE STREAMLINED AND EFFICIENT MANNER OF RESOLVING DISPUTES BETWEEN THE EMPLOYER AND THE EMPLOYEE. FOR CLAIMS THAT THE EMPLOYER HAS VIOLATED A STATE OR FEDERAL STATUTE, THE ARBITRATOR OR JUDGE HAS THE SAME POWER THAT A STATE OR FEDERAL JUDGE WOULD HAVE IN A COURT-TRIED CASE. THE ARBITRATION PROCEDURE IS DESIGNED TO ELIMINATE LONG AND PROTRACTED LITIGATION AND TO PROVIDE FOR MORE PROMPT RESOLUTION OF LEGITIMATE DISPUTES.

11. EMPLOYEES ARE ENCOURAGED TO USE THIS PROCEDURE, AND NO EMPLOYEE WILL BE RETALIATED AGAINST OR DISCRIMINATED AGAINST FOR USING THIS PROCEDURE. PLEASE NOTE PARTICULARLY YOUR OBLIGATIONS UNDER PARAGRAPH 8 HEREOF AS WELL.

12. ANY EMPLOYEE MAY OBTAIN A COPY OF THE MISSOURI UNIFORM ARBITRATION ACT BY THE INTERNET AT <http://www.moga.state.mo.us/statutes/chapters/chap435.htm>. THE FEDERAL ARBITRATION ACT MAY BE OBTAINED AT <http://www.access.gpo.gov/uscode/title9/chapter1.html>. THIS ADR NO. 2 POLICY IS AVAILABLE ALONG WITH ALL EMPLOYER POLICIES BY THE INTERNET AT _____ . THE GRIEVANCE FORM (ADR FORM NO. 3) IS AVAILABLE ON OUR WEBSITE. THESE DOCUMENTS CAN BE OBTAINED FROM HUMAN RESOURCES DIRECTOR, BILL'S ELECTRIC COMPANY, BY FAXING YOUR REQUEST TO H.R. OFFICE AT 1-417-624-6966/6988, OR YOU MAY OBTAIN IT FROM EMPLOYER'S ATTORNEYS, DONALD W. JONES OR AARON D. JONES BY FAXING REQUEST TO 417-887-3029. YOU MAY SEND A REQUEST FOR INFORMATION TO ANY OF THE COMPANY REPRESENTATIVES WHICH HAVE BEEN MENTIONED IN THIS POLICY. THEY WILL RESPOND TO YOU IN WRITING. PUTTING YOUR REQUEST IN WRITING WILL AVOID ANY DISPUTES AS TO THE DATE AND CONTENTS OF ANY REQUEST AND ANY RESPONSE.

13. EMPLOYEE MAY UTILIZE THE SERVICES OF ANY PRIVATE ATTORNEY AT EMPLOYEE'S EXPENSE. IF THE EMPLOYEE DOES NOT HAVE AN ATTORNEY, THE EMPLOYER AGENTS NAMED ABOVE WILL ASSIST IN PROVIDING INFORMATION TO THE EMPLOYEE BASED ON WRITTEN REQUESTS SENT BY FACSIMILE. EMPLOYEES CAN ALSO CONTACT THE U. S. EQUAL OPPORTUNITY COMMISSION AT 1-314-539-7917 OR THE MISSOURI HUMAN RIGHT COMMISSION WHICH HAS VARIOUS PHONE NUMBERS LISTED IN THE TELEPHONE BOOK.

14. NOTICE: BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO WAIVE HIS OR HER RIGHT TO A JURY TRIAL IN STATE OR FEDERAL COURT EVEN IF A COURT LATER FINDS THAT THIS PROCEDURE DOES NOT APPLY TO EMPLOYEES WHO DECLINE TO SIGN THIS AGREEMENT.

15. NO EMPLOYEE WILL BE DISCRIMINATED AGAINST OR RETALIATED AGAINST FOR OBJECTING TO SIGNING THIS DOCUMENT, BUT THE EMPLOYER SERVES NOTICE ON ALL EMPLOYEES THAT THESE PROCEDURES ARE INTENDED BY THE EMPLOYER TO BE MANDATORY TO THE FULLEST EXTENT THAT THE U.S. SUPREME COURT AND THE EIGHTH CIRCUIT U.S. COURT OF APPEALS HAVE RULED MAY BE REQUIRED, EXCEPT THAT THIS POLICY DOES NOT APPLY TO MATTERS THE EMPLOYEE DESIRES TO BRING BEFORE THE NLRB, AS EXPLAINED HEREIN. AS TO NON-RELATED NLRB MATTERS, THIS POLICY IS MANDATORY WHETHER THE EMPLOYEE HAS SIGNED THIS FORM OR NOT.

16. This Agreement shall be governed by the applicable law in Missouri where Employer's headquarter offices are located. Any arbitration hearing will be held in Joplin, Missouri unless the Grievant alleges this is an inconvenience to the Grievant, in which case, the Employer will cooperate to have the hearing scheduled for a location in the city or town where the Grievant has applied for employment or has been employed by Employer.

17. Procedures Governed by Missouri Uniform Arbitration Act or FAA: The parties agree that, except to the extent this Arbitration Agreement is subject to the FAA, 9 U.S.C. §§ 1-16, this Arbitration Agreement is subject to enforcement under principles and procedures set out in the Missouri Uniform Arbitration Act, RSMo. §§ 435.350, et seq.

18. The fees of the Appellate Arbitration Tribunal shall be paid for by the party making the appeal, except that if the employee is that party making the appeal, the employer shall initially pay one-half of the Appellate Arbitration Tribunal fees. As indicated elsewhere herein, however, the Appellate Arbitration Tribunal may award fees or allow reimbursement of fees of any party under the principles that would be applied in a Title VII Case in federal court based on the outcome and other considerations involved.

THIS POLICY DOES NOT APPLY TO MATTERS EMPLOYEE DESIRES TO FILE WITH THE NLRB (NATIONAL LABOR RELATIONS BOARD).

In accordance with RSMo. § 435.460

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

FOR EMPLOYEE (OR JOB APPLICANT)

By _____
Signature

Date

FOR EMPLOYER:

By _____
Signature

Date