## AGREEMENT

Between



UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

and



## LOCAL UNION NO. 702

## INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS (Outside Physical Workers)

January 1, 2020 to Include December 31, 2022

# AGREEMENT

This Agreement, entered into as the 1st day of January, 2020, between UNION ELECTRIC COMPANY, d/b/a AMEREN MISSOURI, hereinafter referred to as "Company" and LOCAL UNION 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as "Union."

The Company hereby recognizes the Union as the sole representative of all employees constituting the bargaining unit as defined in National Labor Relations Case 14-R-766, plus line foremen, plus Line Department employees in the Senath area for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

During the life of this Agreement, or any extension thereof, the Company agrees to deal with no other labor organization as the bargaining representative of such employees. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religion, sex, national origin or disability. Further, the Company shall not discriminate against any applicant for employment because of race, color, religion, age, sex, national origin or disability and will comply with Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974.

It is the desire of the Company and the Union that all parties to this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge to evade or circumvent the spirit and intent of this Agreement.

It is understood by the Union and our employees that as a utility company, all employees have a unique responsibility to our customers regarding the need to work overtime and to respond to callouts.

#### WITNESSETH:

The parties hereto contract and agree with each other as follows, to-wit:

## ARTICLE I SCOPE OF AGREEMENT AND UNION SECURITY

**Sec. 1.01** This Agreement is to govern all work covered herein done by the Company in the following service areas:

Cape Girardeau Service Area Chaffee Service Area Charleston Service Area Scott City Service Area Dexter Service Area Miner Service Area Lilbourn Service Area

**Sec. 1.02** The Company may contract out any of the work covered by this Agreement normally done by regular employees of the Company, including all electric, gas and line construction, provided that the contracting of such work does not result in the layoff of regular employees in the department doing such work.

This Section shall not be used for the purpose of reducing the size of the work force or for the purpose of replacing bargaining unit members with a permanent contractor work force in the classifications affected by the contract work.

**Sec. 1.03** The Company agrees, subject to the authorization of the employees as provided by law and so long as such authorization remains in effect, that every employee subject to this Agreement shall, as a condition of employment or continued employment, be or become a member of the Union on the thirtieth day following the effective date of this Agreement, or following the beginning of such employment, whichever is the later, and shall maintain such membership in good standing during the life of this Agreement: Provided, that nothing herein contained shall require the Company to discriminate against an employee for non-membership in the Union if such membership was not available to such employee on the same terms and conditions generally applicable to other members or against an employee with respect to whom membership in the Union shall have been denied or terminated for any reason other than their failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

All new employees will serve a probationary period of six (6) months, during which time the Company shall be the sole judge of their abilities and shall have the sole right to retain or release them. Such employees, however, are covered by the provisions of this Agreement and have the right as provided in Article III to have grievances taken up with the Company, except on matters pertaining to their retention as employees.

New employees who successfully complete the probationary period and who move from probationary status to regular employee status without a break in service will have their seniority begin with the start of their probationary period.

**Sec. 1.04** The right to employ, promote, discipline and discharge employees, for just cause, is reserved by and shall be vested in the Company.

In the event any action by the Company in this connection is discriminatory, such action shall be subject to the grievance procedure herein provided. Promotions and increase or decrease of number of employees shall be made as provided in the seniority clause in this Agreement. The Company reserves the right to change from time to time the qualifications for any position, due to change in methods or use of improved equipment. The Company shall have sole management of the property and the right to determine how many people it will employ or retain, together with the right to exercise full control of its business. This paragraph shall not be used to discriminate against any member because of his/her own lawful Union activities.

**Sec. 1.05** This Agreement will not prevent the Company from employing specialists to do work of special nature on apparatus.

# ARTICLE II SENIORITY

#### Sec. 2.01

- (a) Seniority, as used herein, is defined as the status secured through length of service under this Agreement which entitles an employee to certain preferences provided for in this Agreement.
- (b) Employees laid off on account of slack business conditions shall be given preference for re-employment for a period of three (3) years from date of lay off. If re-employed within this three (3) year period, their seniority shall be bridged with that which they had at the time of lay off. If re-employed after three (3) years from lay off, they shall be subject to the same employment conditions as new employees.

(c) When making reductions in the forces within a department as outlined in Appendix "A", employees with the least amount of seniority shall be laid off first and shall be notified of such lay off in accordance with the provisions set forth in Section 10.17 of Article 10 of this Agreement. Employees who then have been notified of lay off may exercise their seniority by replacing employees in other departments who have less seniority, provided, however, they must have the ability and qualifications to fill such job.

**Sec. 2.02** An employee injured while on duty shall be entitled upon recovery to former position with full seniority rights providing they are physically qualified to return to work.

If an employee becomes seriously ill and his/her illness extends beyond the sick leave herein provided, upon recovery they shall be reinstated with full seniority rights when they are physically qualified to return to work. Seniority accumulated during this period shall only be utilized for bidding rights and vacation selection.

#### Sec. 2.03

- a) Promotions shall be by departments based on seniority in the department. Ability and qualifications being reasonably equal, seniority in the department shall prevail.
- b) When vacancies occur or when new positions are created within the departments outlined in Appendix A of this Agreement, the employees within the department will be given the first opportunity to accept these positions. The Company will canvas all employees in the department where the vacancy exists. If there are no qualified employees in the department who accept the promotion, the vacancy will be posted, either on bulletin boards or electronically, in all locations within Southeast District covered by this Agreement for five (5) working days. Ability and qualifications being reasonably equal, seniority shall prevail among these employees. A copy of these notices will be emailed to the Local Union Business Representative. When necessary, temporary assignments will be made for the period the position is considered open.
- c) Any employee bidding on a position at a lower rate of pay which they held previously and vacated via the bid procedure, shall not be permitted to bid on a similar position unless it is mutually agreed to by the Company and the Union.

- d) For the purpose of defining a temporary new position, such a position shall be considered temporary providing it does not continue for more than a period of 180 days. If the position is eliminated within the 180 day period, and is re-established before a period equal to or less than the last period of upgrade, then the job shall be considered as permanent and shall be bid in accordance with the provisions of this section. The foregoing shall not apply to temporary Troubleman and Lead Serviceman jobs which are created for short periods of time. Such temporary Troubleman and Lead Serviceman jobs shall be offered on the basis of seniority to the applicable journeyman lineman or gas mechanic in the area.
- e) Should an employee decline a promotion, it shall have no effect on future promotions.
- f) All unsuccessful bidders and the Local Union will be notified when the position is posted has been filled.
- g) An employee promoted to a new position will be given a reasonable opportunity to demonstrate their qualifications and ability. If they do not qualify within a reasonable time, he/she and the Local Union will be notified of the nature of the disqualification and he/she shall be returned to their previous position.
- h) All employees who are successful bidders on new positions may, at the option of the Company, be retained in their old jobs, subject to all of its conditions, for a period up to 30 calendar days for the purpose of training a replacement. If such employees have not been released to their new jobs at the end of thirty (30) calendar days after their selection, they shall at that time be awarded their new classification with all of its attendant benefits, including all components of pay normally received by employees working in that classification, plus transfer to their new headquarters, if any.

**Sec. 2.04** Employees of the Company who are now or may be subsequently called under the National Selective Service Act, or who have enlisted in the armed services of the Nation, shall be entitled to all provisions of said Act with respect to their re-employment by the Company on the termination of their service in the armed forces.

**Sec. 2.05** Until successful completion of the two-year Lineman apprenticeship program and one year experience as a journeyman, the employee shall not be eligible for upgrade to Crew Foreman or Troubleman whether on a permanent or temporary basis nor shall the employee be considered for standby duty.

Gas apprentices, at the end of the first year of the Gas apprenticeship, may be eligible for upgrade to Lead Serviceman during normal working hours and be eligible for call outs and standby for service work. Gas apprentices shall not be eligible for upgrade to Gas Mechanic Leader until successful completion of the Gas two-year apprenticeship program. Gas apprentices will not be eligible for callouts and standby for service work unless they have successfully completed the Service Work track of the Gas Apprentice Program, completed the minimum on the job training requirements for service work, and have been evaluated and qualified to perform the work.

## ARTICLE III GRIEVANCE AND ARBITRATION

**Sec. 3.01** The Company agrees to meet and to treat with the duly accredited officers and committees of the Union in the following manner on differences that may arise between the Company and the Union provided, however, that the grievance procedure must be started within five (5) business days after the alleged contract violation.

Only the Steward directly involved in the grievance at the work location will be paid by the Company. If additional Stewards are requested, such request will be granted, but at the expense of the Union. At the Company's option, transportation to the grievance meeting may be provided; such decisions will be discussed with the affected Steward beforehand to determine application of this section.

**Sec. 3.02** The local representative of the employees affected shall first deal through the immediate supervisor to whom the employees involved are responsible.

**Sec. 3.03** In case of failure to agree in that manner, then any complaint not so adjusted shall be reduced in writing within fifteen (15) days, will be referred to the Business Manager or Business Representative of the Union, who may be accompanied by a committee of employees, and shall endeavor to adjust the matter with the Director, SEMO Division.

**Sec. 3.04** In case of failure to then reach a settlement, the matter shall be referred within fifteen (15) days immediately following the time step in Section 3.03 to the Vice President – Customer Operations or their representative and the Business Manager of the Union, and any grievance settlement so reached shall be binding on both parties. In case of failure to reach an agreement in step 3.04, the matter shall be submitted to arbitration within a thirty (30) day period in the manner provided in Section 3.05.

**Sec. 3.05** The party desiring arbitration shall give written notice to the other within the aforementioned thirty (30) day period and shall request the Director of the Federal Mediation and Conciliation Service, Washington, D.C., to provide a list of seven qualified arbitrators. The arbitrator selected by the parties shall hear the evidence and decide the matter or matters without avoidable delay. It is agreed that the arbitrator's decision shall be final and binding on both parties.

## ARTICLE IV CONTINUITY OF WORK

**Sec. 4.01** The Union agrees that under no conditions and in no event whatsoever will the employees covered by this Agreement, or any of them, cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company. The Company agrees on its part to do nothing to prevent such continuity of performance on the part of said employees insofar as such performance is required in the normal and usual operations of the Company's property.

## ARTICLE V VACATIONS

**Sec. 5.01** All employees covered hereunder who on May 1st of any year have been in the service of the Company eleven (11) months or more immediately preceding that date, shall then be entitled to a vacation with full pay. The length of vacation shall be based on the formula set forth below. Additional vacation time shall be granted to employees whose employment date became effective between the months of May 1 through December 31 of any calendar year. Employees whose employment date came into effect during the months of May, June and July shall receive an additional three (3) days of vacation with pay. Employees whose employment date became effective during the months of August and September shall receive two (2) days additional vacation with pay. Employees whose employment of December or December shall receive one (1) day additional vacation with pay. This shall apply only during the first, second, fifteenth and twentieth year of employment.

LENGTH OF SERVICE	ALLOTTED VACATION TIME
11 months or more	5 days
2 years but less than 6 years	10 days
After 6 years	11 days
After 7 years	15 days
15 years but less than 20 years	20 days
20 years but less than 30 years	25 days
30 years or more	30 days

**Sec. 5.02** Any employee may take up to two (2) days of vacation in four (4) hour increments. However, the Company will not make special accommodations to transport an employee to the job site or to his/her headquarters location. In addition, employees may be allowed to take up to one-(1) day of vacation in one (1), two (2), three (3), hour increments at the beginning or end of their shift. It is understood that these vacation allowance shall be based upon operating necessity and the approval of supervision.

Taking a partial day of vacation at the end of a shift shall not make the employee ineligible for overtime.

**Sec. 5.03** If an employee's service is terminated, he/she will be paid for such vacation earned as of May 1<sup>st</sup> and not received, and in addition to this shall receive vacation pay for the current year, the amount of which will be determined by multiplying the number of days of vacation that would have earned had employment continued to the following May 1<sup>st</sup>, by the number of months elapsed between the preceding May 1<sup>st</sup> and the date of the termination of employment divided by twelve.

**Sec. 5.04** Prior to May 1<sup>st</sup> of each year the Company will, without undue delay, check with each employee as to the dates desired for vacation. The Company will then post on departmental bulletin boards a schedule of vacation periods, respecting the wishes of the employee insofar as the needs of the service of the Company will permit. If two or more employees request the same vacation period, seniority shall prevail and the junior employee will be asked to give an alternate choice of dates, except that employees exercising their seniority on preference of vacation periods shall be required to schedule their first choice of vacation prior to February 28 (29<sup>th</sup>). If, when the scheduled vacation period comes, the Company is unable to grant the vacation as scheduled and a substitute vacation period is not mutually agreed upon by the employee and the Company, the employee will be paid their normal pay for the period then worked and in addition thereto, in lieu of vacation period has elapsed. When during an employee's vacation a holiday falls on a scheduled work day for that employee, the employee will be allowed another day for vacation, and in case of a shift employee on vacation, if a holiday falls on one of their scheduled work days, if it is not convenient to extend their vacation, he/she will receive an extra day's pay on the holiday in lieu of the day's extension.

When, during an employee's vacation there occurs a death in the employee's immediate family, as defined in Section 6.05, the employee's vacation will be extended three days.

**Sec. 5.05** In the event an employee on vacation becomes sick or is injured to the extent that such sickness or injury requires hospitalization the time that the employee is incapacitated by such illness or injury shall be charged against his/her sick leave rather than vacation.

**Sec. 5.06** Employees may carry over up to five (5) days of vacation to be used in the following year. For vacation selection purposes, the calendar week which includes December 31 will be viewed as the last week of the calendar year and will, therefore, be available for vacation selection.

Employees retiring on January 1 or February 1 of any given year may elect to work the entire preceding calendar year and draw their unused vacation pay in a lump sum amount on the date of the employee's retirement.

# ARTICLE VI SICK LEAVE

**Sec. 6.01** Any full time employee who at the time of illness is then and has been in the employ of the Company for a period of six months, but less than one year, shall be entitled to sick leave with normal pay up to a total of five (5) working days. Any full time employee who at the time of illness is then and has been in the employ of the Company for a period of one full year or more, prior to the next January 1, shall be entitled to sick leave with normal pay up to a total of ten (10) working days in any one calendar year; however, employees shall be entitled to a total sick leave of not to exceed one hundred thirty (130) work days to accumulate at the rate of ten (10) days per calendar year over a period of thirteen (13) years. Such accumulated hours shall only be used in the following instances:

- a) Periods of hospitalization, including any absences directly associated with the period of hospitalization. Hospitalization is defined as an overnight bed and board patient in a hospital.
- b) Non-elective outpatient surgery, including any diagnostic testing or absence directly associated with such surgery.
- c) Major illness, accident or operation which requires an employee to be absent from work for a minimum period of thirty (30) consecutive days.
- d) Return doctor visits for follow up treatment for any illness or treatment resulting from a period of hospitalization, a major illness, or non-elective outpatient surgery.
- e) Chemotherapy or radiation therapy, including absences associated with treatment.
- f) Dialysis, including absences associated with treatment.
- g) The Company will give consideration for accumulated sick leave pay, on a case by case basis, for any absence not covered under a) through f) above. The Company will provide a letter of explanation to the Union.

All claims for sick leave shall, if requested by the Company, be supported by a certificate of the employee's attending physician that the employee was physically unable to properly attend their duties. All claims for sick leave shall be subject to verification by a medical doctor selected by the Company.

In addition, it is understood that if an employee uses more than 45 hours of sick leave not covered by a) through f) above in any calendar year, the employee will be paid sick leave in the following year as follows:

If an employee uses more than 45 hours but less than 56.1 hours of sick leave, he/she will not be paid for the first eight (8) hours of each absence.

If an employee uses more than 56 hours but less than 64.1 hours of sick leave, he/she will not be paid for the first 16 hours of each absence.

If an employee uses more than 64 hours but less than 72.1 hours of sick leave, he/she will not be paid for the first 24 hours of each absence.

If an employee uses more than 72 hours but less than 80.1 hours of sick leave, he/she will not be paid for the first 32 hours of each absence.

If an employee uses more than 80 hours of sick leave, he/she will not be paid for the first 40 hours of each absence.

Employees are allowed to use vacation in lieu of sick leave. If an employee chooses to use vacation for any absence due to illness or doctor appointment, he/she must notify their supervisor of that intent at the time notification is given to the supervisor of their inability to work. If an employee does not make this request at the time of notification to their supervisor of their illness, they will not be able to change their request at a future time. All rules pertaining to employee behavior while on sick leave will continue to apply when utilizing vacation due to illness.

An employee will be allowed to use sick leave from their ten (10) day annual allotment for elective sterilization procedures. Should complications occur from these procedures the employee will be able to use sick leave from their accumulated sick leave bank if the complications qualify for FMLA and if the employee's allotted 10 days have been used. No other elective surgery procedures will be eligible for sick leave use, regardless of complications occurring or not.

**Sec. 6.02** If an employee's illness extends beyond the sick leave hereinbefore provided, they shall receive further compensation as follows:

For that period beyond the sick leave provided, but not to exceed in any one calendar year or for the same illness one calendar week for each year of service with the Company, they shall be paid at the rate of one-half the base pay for their classification.

An employee who has received sickness allowance for any amount to which they are entitled by their term of service shall after a period of twenty-six weeks of continuous active service, become eligible for one-half (½) of the allowances used. After a period of 52 weeks of continuous active service without interruption, the employee will be eligible for a full schedule of allowances based on their attained service. In computing such continuous active service, absences for which no sickness allowances are paid, authorized absences, absences for which sickness allowances are paid of less than eight (8) hours, or absences caused by work related injuries shall not be considered as interrupting, but shall delay accumulation of continuous service. Use of sick leave allowances applies to regular schedule work days.

**Sec. 6.03** "Illness" as used hereinabove shall mean any form of physical disability which by the doctor's certification renders he/she unable to properly attend their duties, provided the disability is not covered by Workmen's Compensation and is obviously not the result of intoxication or disorderly conduct.

**Sec. 6.04** In the event an employee is absent from work because of an occupational accident, as defined by the Missouri Workmen's Compensation Act, the employee will be paid the workmen's compensation rate plus a supplement to equal his/her basic take-home pay if the workmen's compensation rate is lower than basic take-home pay.

Basic take-home pay is defined as the normal two-week wage at straight-time rate minus legally required deductions. The employee will be paid for the length of time required under the Act.

In no case will an employee be entitled to more than his/her basic take-home pay, that being his/her two-week wage at straight time minus legally required deductions, during the period of temporary disability from work.

The Company shall have the right to conduct a Post-Accident Drug and/or Alcohol Test immediately following any occupational injury and accident. Benefits payable under Missouri Workers' Compensation laws will be reduced or forfeited as allowed by law for violations of Ameren's Drug and Alcohol Policy.

**Sec.6.05** Reasonable time off will be allowed without loss of pay when a death occurs in the employee's immediate family. For the purpose of this contract the words "immediate family" shall mean the employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, children, grandchildren, or relatives living in employee's household. It is agreed the term "reasonable" will mean from two to five days depending on the circumstances. The two to five days defined herein shall include Saturdays and Sundays for all shift employees.

One day off without loss of pay will be allowed for the purpose of attending the funeral of the employee's brother-in-law, sister-in-law, grandparent, or spouse's grandparent, provided that the funeral occurs on a regular work day.

**Sec. 6.06** Employees who serve as pallbearers at a funeral will be allowed up to four hours off with pay on the day of the funeral.

**Sec. 6.07** Employees on the effective date of this Agreement who, in the opinion of a physician acceptable to the Company, become unable to perform the duties of their regular job because of disability will be placed on any available vacant classification which is acceptable to the Company and the Union where the employee is able to perform the duties in the judgment of the physician. If the employee has less than ten (10) full years of service at the time the disability occurs, they shall be paid the rate of the new classification. If the employee has ten (10) or more years of service at the time the disability occurs, however, their pay shall be computed as follows: If any such employee is placed in a job carrying a maximum rate lower than their regular rate of pay their pay while so employed will be arrived at by adding to the maximum rate of the job in which they are placed 3% (three percent) of the difference between their old job rate and their new lower job rate for each full year of service on the date of transfer to the new job, provided that he shall not receive a rate higher than the regular rate of pay of their former job classification. A rate equal to the regular rate of their former job classification may be achieved through thirty-three (33) years and four (4) months or more of service at the time of transfer. The rate established according to this formula is subject to change only as and when the rate of the employee's classification at the time of disability or the rate of the job to which they are transferred is increased or decreased. A new rate shall then be recalculated in accordance with the formula based on the change or changes affecting the two classifications involved and using the service originally used in applying the formula. However, an employee with ten (10) or more years of service shall continue to receive the rate of their former job for a period of time following the date of transfer equal to one month for each full year of service up to a maximum of twenty-four (24) months.

All such cases of proposed transfer shall be discussed with the Union and the Company and the Union shall agree on whatever waiver of seniority provisions may be required in order to affect the transfer. If the Union is unwilling to waive seniority provisions in a specific instance, the Company shall thereby be relieved of any obligation imposed by this Section.

It is specifically understood and agreed that the provisions of this paragraph do not constitute a guarantee of continued employment and any such employee is and continues to be subject to all provisions of this Agreement.

If a suitable vacancy does not exist at the time an employee becomes disabled, they may be eligible for placement on the Long Term Disability Program in accordance with the provisions of that Plan.

**Sec. 6.08** Employees found to have abused the sick leave privilege, or employees with consistently poor records who fail to improve their attendance within reasonable time after they have been advised their records are unsatisfactory, will be subject to disciplinary action as provided in the Sick Leave Control Agreement shown in Appendix J.

**Sec. 6.09** If a new state, federal and/or local paid sick leave law is implemented during the term of this labor agreement that grants paid sick leave to any employee covered by this labor agreement, such paid sick leave will not be added to employees' current sick leave benefits, but instead will be counted concurrently with the existing sick leave benefit provided by the Company, if permitted by law.

## ARTICLE VII HOURS OF WORK, OVERTIME AND HOLIDAYS

**Sec. 7.01** Eight (8) consecutive hours, excluding time taken for meals, shall constitute a regular day's work.

Five (5) consecutive working days, Monday through Friday, followed by two (2) consecutive idle days shall constitute a regular work week, except wherein continuous service operations or necessary maintenance or repair work require otherwise.

Employees shall furnish their own lunches and eat in the field. The Company will furnish adequate facilities for employees to take care of their lunches.

It is the understanding, in applying the above, that management determines the necessities of public relations and satisfactory operations of the Company's facilities, which may require other than standard hours or work days. Any changes in presently established hours will be discussed with the Union.

Notice of change in work schedules shall be made a minimum of two (2) weeks in advance of its implementation. In addition, schedules will be bid and filled by seniority.

**Sec. 7.02** For all regular employees engaged in rotating shift work there will be established a regular work schedule setting forth normally off days for each employee. Two off days per calendar week shall be provided, insofar as practicable on consecutive days. The first off day shall be considered the employee's Saturday, and the second day off as their Sunday. Any work performed on their Saturday, as herein defined, shall be considered overtime and paid for at time and one-half. Work performed on their Sunday, as herein defined, shall be considered overtime and paid for at time and paid for at double time rate. Furthermore, any other work performed in excess of eight hours per day or 40 hours per week shall be considered overtime and paid for at the applicable overtime rate; and work performed, including callouts, by shift employees on the holidays listed in the first paragraph of Section 7.07 shall be paid for at the rate of double time.

The normal work week shall start at 12:01AM Sunday. Rescheduling for relief shall normally be done at the beginning of a calendar week and shall be for one week duration.

**Sec. 7.03** All permanent employees covered by this Agreement shall receive full-time employment, providing they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Company's control shall be paid in full on the date of layoff.

**Sec. 7.04** All time worked in excess of regular hours shall be paid for at the rate of time and one-half, except as hereinafter provided.

**Sec. 7.05** Overtime shall be divided as equally and impartially as possible among the employees of their respective classifications. Troublemen and Servicemen shall be the first employees called out for emergencies in their respective classifications. Lists of overtime shall be posted bi-weekly on the Company's departmental bulletin boards.

If it is determined that an employee is missed for an overtime assignment, they shall have the opportunity to request to work make up overtime within thirty (30) days following the missed opportunity. All missed hours shall be worked on a date mutually acceptable to the employee and supervision. The employee will only receive upgrade pay if the overtime missed would have resulted in an upgrade. It is understood that if the employee elects not to work the hours offered to them under this section of the Agreement, the Company will not be further obligated in any manner for such hours.

Overtime-eligible employees, who are called for an overtime opportunity, will be charged for all overtime worked on that opportunity, whether he/she accepts, declines, or does not respond to the opportunity to work. Employees on vacation, sick leave, FMLA-qualifying absences, personal leave of absence, jury duty, out-of-town training, leave due to death-in-the family, military leave, mandatory rest periods, union leave or workers compensation leave will be exempted from callout while these situations exist.

**Sec. 7.06** Employees will not be required to take time off for overtime worked or to be worked.

**Sec. 7.07** All regular employees shall be paid eight (8) hours straight time pay for the following recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Martin Luther King, Jr. Day will be observed on the third Monday in January; President's Day will be observed on the third Monday in February; Memorial Day on the last Monday in May; and Veterans' Day on November 11.

When a holiday occurs on Saturday, it will be observed on the preceding Friday. When a holiday occurs on Sunday, it will be observed on the following Monday. When Christmas Eve Day (December 24) occurs on Friday, it will be observed on the preceding Thursday and Christmas Day will then be observed on Friday. When Christmas Eve Day occurs on either Saturday or Sunday it

will be observed on the preceding Friday and Christmas Day will be observed on the following Monday in both cases.

**Sec. 7.08** When employees other than shift employees are called for work on Sunday, they shall receive double time for all hours worked on the Sunday, including any of the initial three (3) hours of a callout which in part roll into Monday, and in no case shall they receive less than three (3) hours' time at the rate of double time. The rate of pay for overtime worked on Saturday is 1.5 including any of the initial three (3) hours of callout which roll into Sunday.

**Sec. 7.09** When employees other than shift employees are called for work on holidays as set out in Section 7.07, they shall receive double time for all hours worked on the holiday, including any of the initial three (3) hours of a callout which in part roll into the next day, and in no case shall they receive less than three (3) hours' time at the rate of double time in addition to the holiday pay provided in Section 7.07. The rate of pay for overtime is 1.5 including any of the initial three (3) hours of callout which roll into a holiday.

**Sec. 7.10** When an employee is called outside of their regularly scheduled hours, they shall receive not less than three (3) hours' time at the rate of time and one half.

**Sec. 7.11** An employee who has worked sixteen (16) hours or more continuously or who has worked more than sixteen (16) non-continuous hours in a twenty four (24) hour period, shall, upon release be entitled to an eight (8) hour rest period before returning to work. If this rest period extends into an employee's regularly scheduled working hours by four (4) hours or more, they shall be excused from their regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into their regularly scheduled hours by less than four (4) hours they shall be excused from that portion of their regular hours, and lose no pay thereby.

If, during the eight hour rest period defined herein an employee is recalled to work, the employee affected by such recall shall be paid two (2) times their basic rate of pay for all hours worked until they are released from duty. For any time worked in excess of sixteen (16) hours in any period of twenty-four (24) hours an employee shall be paid at two (2) times the basic rate of pay until they are released from duty.

For the purpose of calculating time worked, it shall not include time spent eating unpaid meals or call-out standby time.

When employees are called out for overtime work preceding a regular work period, they will be allowed a period of rest, not to exceed four (4) hours, equal to one half ( $\frac{1}{2}$ ) the actual time worked between the hours of 10:00PM and 6:00AM if all of the following conditions occur:

a) The employee(s) worked three (3) hours or more of overtime in the sixteen (16) hour period preceding their regular work period.

b) The total time between release from the overtime assignment and the start to the regular work day is less than eight (8) hours.

The employee(s) may, with approval of the supervisor, start their regular work period and receive the rest time due at the end of their regular work day.

**Sec. 7.12** When an employee is notified during working hours that they are to return to work less than two hours immediately prior to their next scheduled starting time, they will be paid the applicable overtime rate for the time so worked.

When an employee is instructed to report for work on a scheduled day off, they will be paid not less than two hours' time at the applicable overtime rate, provided that on any such occasion he/she shall receive not less than the applicable overtime rate for the entire time worked.

**Sec. 7.13** Pre-arranged overtime work scheduled in advance of regular working hours, when assigned to employees who have had notice not later than at the end of their next preceding work period and who continue to work their regular scheduled work period following said pre-arranged overtime, shall be paid for at the prevailing overtime rate for actual excess time. In the event notice is not given at or before the end of the employee's next preceding work period they shall be allowed a minimum of two (2) hours pay at the applicable overtime rate. Employees employed for less than two (2) hours on pre-arranged overtime, who do not perform a regular day's work immediately following said pre-arranged overtime, shall be allowed a minimum of two (2) hours pay at applicable overtime rates.

**Sec. 7.14** During cold weather employees will load trucks and work will proceed at temperatures of 12°F and higher unless other inclement weather conditions are present such as snow or rain. A light snow, snow laden wind, intermittent drizzle or mist are forms of precipitation that would not be defined as inclement and will not of itself prevent work. However, if Supervision determines that the weather is inclement as defined above, the crew will stand by in cabs or in any available sheltered location for an hour, after which consideration will be given as to whether they will continue to stand by or be returned to the works headquarters.

If it is decided that weather is inclement, the employees involved shall be released from regular duties and will be held during regularly scheduled working hours with pay pending emergency calls. During this time they may be given first aid, safety, or other instructions, or may be assigned work in sheltered locations.

During inclement weather, the Company will not assign to Troublemen or Servicemen jobs which, in its judgment, can be postponed.

Crews at the headquarters or at job site locations may be assigned to remove material and equipment from trucks for maintenance, regardless of temperature provided it can be accomplished without prolonged exposure to the elements. **Sec. 7.15** If half or more of an employee's work time falls outside the regular days scheduled hours, the employee shall receive a shift work component specified for all of the hours on their schedule as follows:

Shift work components will be effective January 1 as follows:

2020	66¢
2021	68¢
2022	70¢

The shift work component shall be adjusted in the future by an amount in percent equal to the percent of each general wage increase.

**Sec. 7.16** When responding to restoration efforts outside of Ameren Missouri property to perform work, all hours worked shall be paid at double time (2.0).

### **ARTICLE VIII**

### **APPRENTICESHIP PROGRAM FOR THE LINE DEPARTMENT**

**Sec. 8.01** The Company may employ not more than one apprentice lineman to each three employees qualified as journeyman linemen.

**Sec. 8.02** Apprentice Linemen will be trained in accordance with the program set out in Appendix K.

### **ARTICLE IX**

### **APPRENTICE SYSTEM FOR THE GAS DEPARTMENT**

**Sec. 9.01** Gas Mechanic Trainees will be trained in accordance with the program set out in Appendix E.

**Sec. 9.02** The classification of Apprentice Serviceman shall be open only to employees who have qualified as Gas Mechanic. Upon completing one year of apprenticeship the employee shall be permitted to take an examination to qualify as Serviceman. In the event the employee fails to qualify, they shall be retained as Apprentice Serviceman and will not be eligible for re-examination for a period of twelve (12) months.

### **ARTICLE X**

#### **GENERAL RULES AND WORKING CONDITIONS**

**Sec. 10.01** The schedule of wage rates set forth in Appendix A, attached hereto, shall become effective on January 1, 2020.

**Sec. 10.02** Wages shall be paid every two weeks on Friday, except when Friday is a holiday and then payday shall be on the Thursday before, for all wages earned up to and through the preceding Saturday.

**Sec. 10.03** Employee pay will be distributed by electronic direct deposit. Pay stubs will be mailed to employees on Wednesday of pay week.

It is agreed that as soon as reasonably possible, all employees will complete the appropriate paper work to allow expense reimbursements to be directly deposited into a designated account until such time as the reimbursement can be applied directly to the employee's paycheck.

**Sec. 10.04** Pay will be at the employee's banking facility by 10:00AM on pay day. Insufficient fund charges incurred by the employee as the result of the Company's failure to have the pay at the employee's banking facility by 10:00AM will be reimbursed to the employee by the Company.

**Sec. 10.05** No employee covered by this Agreement shall absent himself from duty without securing permission from the Supervisor before so doing, and in case of illness shall use every effort to notify the Supervisor in ample time before working hours.

**Sec. 10.06** When an employee is temporarily assigned to a higher rated classification, they shall during such period receive the rate of pay of the classification to which they are so assigned; and when an employee is temporarily assigned to a lower rated classification they shall receive the rate of pay of their regular classification.

**Sec. 10.07** Employees who are qualified to perform the work will be rotated into standby status at the Company's discretion. Employees who are so assigned will carry a cell phone at all times and will be expected to respond in a timely manner when contacted for emergency calls. The initial standby list will be created based on the most current seniority list. After an employee completes a standby assignment they will go to the bottom of the list.

Standby periods will be, as nearly as practicable, eight (8) consecutive hours and will end at 7:30AM, 3:30PM, and 11:30PM. Standby will be compensated as follows:

• One (1) hour of straight time pay for each standby period starting 11:30PM Sunday through 7:30AM Friday

- One (1) hour of straight time pay for each standby period starting 3:30PM Friday through 11:30PM Sunday
- Two (2) hours straight time pay for each standby period on Company holidays (11:30PM the night prior to the holiday to 11:30PM the night of the holiday)

If the employee assigned to standby duty is unavailable for any portion of the standby period, standby pay for the entire period will be paid to the replacement.

The Company reserves the right to contact employees on standby list prior to following the standard overtime call out procedures.

If an employee is on standby and is called out more than one time within a three (3) hour period, they shall receive not less than three (3) hours pay at the applicable overtime rate for the initial call-out. In the event of a second call-out during this three (3) hour period the employee shall not receive additional compensation unless such work continues past the three (3) hour call-out time and in such case they shall be paid the overtime rate of pay for the entire time worked. The minimum of three (3) hours' time for each call-out as set forth in Section 7.10 of Article 7 shall not apply to employees who are on standby unless a three (3) hour period has elapsed between calls.

If an employee on standby does not respond to or accept a callout, the employee may be subject to discipline and will forfeit that period's standby pay if the Company is required to assign another person to that standby shift.

Standby time is not considered overtime. Hours actually worked while on a standby period will be charged to that employee's overtime. The Company may adjust standby periods based on operating necessity.

**Sec. 10.08** When conditions require that an employee work or attend training outside Local 702 jurisdiction, the Company, at its option, shall either provide transportation, meals and/or lodging, or reimburse to a reasonable amount for expense actually incurred for transportation and lodging. Meals will be reimbursed at the following rate:

Breakfast - \$10.00 Lunch - \$9.00 Dinner - \$15.00

Where breakfast is included with lodging, no breakfast reimbursement will be provided.

**Sec. 10.09** When it is necessary for employees to continue on the job after regular quitting time for two (2) hours or more, they shall be provided a thirty (30) minute meal period, and an additional meal period for every five (5) consecutive hours worked thereafter. The five (5) consecutive hours will begin when the crew returns to the job. If employees elect not to take an earned meal period, they will receive one half-hour overtime if all members of the crew select this option.

When an employee is called out and starts work one and a half (1½) hours, or more before normal starting time and continues working into their regular work day, they will be allowed thirty (30) minutes to go to a restaurant to eat after the emergency is resolved. An employee already at their reporting location, who is asked to start their shift early, will be paid at the applicable overtime rate for time worked with a thirty (30) minute minimum. No meal is applicable.

On callouts that do not connect with an employee's normal work day, employees shall be provided a thirty (30) minute meal period every five (5) hours. If the employees elect not to take an earned meal period, they will receive one half ( $\frac{1}{2}$ ) hour overtime if all members of the crew select this option.

Employees required to work on pre-arranged overtime for five (5) or more consecutive hours shall be provided a thirty (30) minute meal period. If the employees elect not to take an earned meal period, they will receive one-half hour overtime if all members of the crew select this option. Under no circumstances will an employee be required to work for a period in excess of six (6) hours without a meal unless mutually agreed.

When employees on a one-half hour lunch break schedule are specifically required to work during this break, they shall be paid for the entire half hour lunch period at the rate of double time, and no additional lunch break time shall be provided.

**Sec. 10.10** The Company shall furnish employees with all the proper safety appliances for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such safety appliances and shall use them at all times when necessary.

**Sec. 10.11** The Company and the Union agree to establish a Joint Safety Committee for the purpose of establishing a definite safety program and rules governing safe practices. The Company shall have the authority to enforce these rules.

**Sec. 10.12** During emergencies such as floods, earthquakes, or disastrous storms disrupting or threatening to disrupt service in any department, the Company may employ such additional temporary employees as may be necessary to restore normal service. It may also employ such temporary unskilled labor from time to time, but for periods of less than thirty (30) days, as may be necessary to enable the Company to restore normal service. Where temporary employees are hired, regular employees will be given preference in desirable job assignments.

**Sec. 10.13** Employees required to serve on jury duty will be paid their regular wages and may retain any jury fees received.

**Sec. 10.14** Before placing any new classification into effect or before changing the job content of any existing classification, the Company will notify the Union of its intentions to do so and will negotiate a wage rate for such classification.

**Sec. 10.15** The Company agrees the benefit plans described in Appendix L will continue for the life of the Labor Agreement except where noted.

**Sec. 10.16** Supervisory personnel shall not perform work normally done by the members of the bargaining unit. It is further agreed that supervisory personnel may investigate emergency callout to determine the employees needed to restore service. Upon determining the extent of the trouble, the Supervisor shall contact those needed to restore service. A Supervisor shall not perform physical work unless there are not a sufficient number of crew members available to do the work in question.

**Sec. 10.17** When it becomes necessary for the Company to make a reduction in its working forces, permanent employees affected by such reduction shall be given at least a three months' notice. Permanent employees defined herein shall mean employees who have had at least two years active service with the Company.

**Sec. 10.18** When the Company in its judgment deems it necessary, due to technological changes or for other economic reasons, to have a reduction in its work force, the Company agrees to discuss its plan in respect thereto with representatives of the Union. Employees affected by this action will be afforded the opportunity to accept a lump-sum cash settlement by the Company as a severance payment, or in lieu thereof will accept reassignment to a job in other departments of the Company. In this case the employee's previous continuous service record will be maintained and not deemed to be broken by the transfer to another department. An employee who requests the lump-sum cash settlement as a severance payment in lieu of accepting employment in another department shall forfeit their seniority and rehiring rights herein provided in Article II, Section 2.01 of the Agreement. Employees entitled to severance pay shall have the right to defer their request for such pay until the end of the one-year period following lay off.

The lump-sum cash settlement shall be calculated on the basis of the number of years of continuous permanent employment, applying thereto the employee's hourly wage at the date of termination of active employment. The hourly wage shall be the basis of the number of years of continuous permanent employment, applying thereto the employee's hourly wage at the date of termination of active employment. The hourly wage shall be the base rate of pay, exclusive of shift premium or overtime. A week shall constitute forty (40) hours.

The lump-sum settlements shall therefore be calculated as hereby scheduled:

5 years but less than 6 years	7 weeks
6 years but less than 7 years	9 weeks
7 years but less than 8 years	11 weeks
8 years but less than 9 years	13 weeks
9 years but less than 10 years	15 weeks

17 weeks
19 weeks
21 weeks
23 weeks
25 weeks
27 weeks
29 weeks
31 weeks
33 weeks
35 weeks
37 weeks
39 weeks
41 weeks
43 weeks
45 weeks
47 weeks

**Sec. 10.19** Employees leaving the service of the Company shall not be eligible for the lumpsum settlement if; (1) they voluntarily leave the service of the Company; (2) if they leave the service of the Company for health reasons or because of a non-service connected disability; or (3) if they are discharged by the Company for cause.

**Sec. 10.20** Employees in Electric Transmission & Distribution who are subject to emergency callout shall, as a condition of employment, live within twenty five (25) miles of their reporting center. Such employees, who, as of November 16, 1987, are living outside this area may continue to do so, provided, however, that should they voluntarily change their reporting center, they shall at that time come into compliance with this residency requirement. Such employees shall not be prohibited from changing their places of residence so long as they do not locate further from their present reporting center.

Employees in Gas Distribution classified as Gas Mechanic Leader, Gas Mechanic, Utility Journeyman, Gas Mechanic Trainee, Gas Laborer, Lead Serviceman Gas, Apprentice Serviceman, Gas Leak Detector, and Assistant Gas Leak Detector shall, as a condition of employment, live within fifteen (15) miles of their reporting center. Employees presently in these classifications or upon promoting to these classifications, who, as of November 16, 1987, are living outside this area may continue to do so, provided, however, that should they voluntarily change their reporting center, they shall at that time come into compliance with this residency requirement. Such employees shall not be prohibited from changing their places of residence so long as they do not locate further from their present reporting center.

Employees living in a town or area served by a Company office other than the one to which they are normally assigned, may be called out in emergencies to report for work directly to the office or reporting center of the town or area in which they live.

On emergency callouts, pay shall begin upon the employee's arrival at their reporting center.

**Sec. 10.21** In the event a Gas Mechanic Leader is absent for four or more hours, an employee who is qualified as a Gas Mechanic shall be designated to fill the position and shall be paid as such. It is further agreed that in extended periods of inclement weather, this section shall apply only if there has been some work performed.

**Sec. 10.22** Due to seasonal operation of the Propane Air Plant, the operators for this plant will be taken from the Gas Department and paid at the same rate of pay as Lead Serviceman for all time worked as Plant Operator. As many operators as are needed may be trained for the Propane Air Plant operation. Overtime necessary for operation of the plant will be divided as equally as possible among the qualified operators. Vacancies of any of these operators' positions will be posted in accordance with Section 2.03.

**Sec. 10.23** When a Supervisor in the Gas Department assigns work at the normal headquarters to a crew consisting of not more than three Gas Mechanics, one of them who has qualified as a Gas Mechanic shall be designated as Gas Mechanic Leader and paid as such.

When it becomes necessary or conditions require that a Gas Mechanic Leader in the Gas Department distribute members of his crew to perform work on various job sites and the Leader is not present to supervise work being performed, the Leader may assign two but not more than three Gas Mechanics to perform such work provided, however, that in either case the Leader shall designate one of the employees who has qualified as Gas Mechanic as Gas Mechanic Leader at the job location and he shall be paid Gas Mechanic Leader's hourly rate for all hours worked.

**Sec. 10.24** Employees in the electric line department may be organized into crews of one, two, three, or more employees. Temporary assignments may be made from time to time to adjust the work force to meet the needs of the work to be performed.

One-man crews will normally be made up of qualified journeyman linemen with the classification of Troubleman. Two-man crews will normally be composed of one Line Foreman and one Journeyman Lineman. Where three-man crews are required the normal complement of three-man crews will be a Line Foreman and two Journeyman Linemen, or a Line Foreman, a Lineman, and an Apprentice Lineman.

**Sec. 10.25** At any time two qualified linemen or a lineman and an apprentice work together as a crew, one of them as crew leader, shall be designated as Line Foreman and shall be paid as such for the time so worked.

**Sec. 10.26** At any time three or more men work together as a line crew, one of them shall be designated as Foreman, and shall be compensated at the Foreman's rate for the time so worked. Line crew foremen shall perform the full range of lineman's duties subject to his primary duties of crew leadership.

**Sec. 10.27** If it becomes necessary for the Line Foreman to temporarily leave his crew, he shall place a Journeyman in charge. If the Line Foreman is absent for more than four (4) hours, the Journeyman shall be temporarily upgraded to Line Foreman and shall be paid as such for the time so worked.

**Sec. 10.28** Temporary vacancies may be filled or not, at the option of the supervisor.

**Sec. 10.29** One-man and two-man crews shall be required and permitted to perform any and all work duties assigned to them so long as such work is performed within the scope of approved company safety standards. If a two-man crew consists of a Journeyman and a Third Stage Apprentice, however, they shall not be assigned to work on energized circuits in excess of 5 kV. If a two-man crew consists of a Journeyman and a First or Second Stage Apprentice, they shall not be assigned to work on energized circuits above 480 volts. If employees on one-or two-man crews request additional help for safety reasons, the Company will provide such help.

It is agreed that one-or-two man crews may be combined temporarily with another crew of one, two, three, or more men for the purpose of adjusting crew size to the needs of a particular job or portion of a job. After the need for the combination of such crews has been satisfied, the individual crews may be returned to work in their regular manner.

**Sec. 10.30** A two-man crew may be utilized to set and remove poles up to and including 45 feet with the use of a suitable truck equipped with pole grabbers in an energized straight line, single phase primary lead where energized primary break off taps are not present and in the judgment of the crew such assignment can be safely accomplished.

A two-person crew consisting of a Line Foreman and a Journeyman Lineman may be utilized to set, frame and remove poles up to and including 45 feet with the use of a suitable truck equipped with pole grabbers in an energized (up to 15 kV) straight line, three phase primary lead where energized primary break off taps are not present.

It is further agreed that a two-person crew consisting of a Line Foreman and Journeyman Lineman may be utilized to set, frame, transfer (in the same gain if two trucks with baskets are available) and remove poles up to and including 45 feet with the use of a suitable truck equipped with pole grabbers in an energized (up to 5 kV) straight line, three-phase primary lead where

energized primary break off taps are not present. At least one portable radio will be provided to the crew.

As with other two person work assignments, this work may be limited by the specific conditions and the ability of the two person crew to perform the work safely. If, in the opinion of the Crew Foreman, a third employee is required, a qualified employee shall be provided.

**Sec. 10.31** For the purpose of offering opportunities for progression to employees, it is agreed that one member of three-man crews may be an apprentice lineman. It is also agreed that an apprentice may be added as a fourth member of a three-man crew. Depending upon the work available, two apprentices may be assigned as crew members of three- or four-man crews.

**Sec. 10.32** When it is necessary to do live line work with live line tools on voltages above 15 kV, the minimum sized crew to perform such work shall be composed of a Line Foreman, a Journeyman Lineman and a Third Stage Apprentice Lineman. If the crew requests additional help for safety reasons, the Company will provide such help.

**Sec. 10.33** It is agreed that the painting of all steel towers, poles, and other structures supporting any wires or busses shall be done by Linemen or Apprentices.

**Sec. 10.34** Line Clearance and Utility crews, when used, will be made up of a Line Clearance-Utility Working Foreman, plus one or more Line Clearance-Utility Man. The duties of this crew shall include, but not be limited to, work such as, 1) Right of way and line clearance work, 2) Grass and weed control, 3) Smoothing and restoring ground surface disturbed by company operations, 4) Hauling, depositing, and leveling rock, dirt, etc., 5) Driving and operating company vehicles for material or equipment transport, 6) Operating the crane, and 7) Assisting line crews when extra men are needed for ground work.

It will be necessary from time to time to temporarily transfer one or more men from this crew to other work in order to fulfill their full range of duties. The Foreman may distribute members of his crew to perform various jobs at different locations when work conditions require. When two crew members are so assigned to work together as a crew, the Foreman shall place the senior employee in charge, and he shall be temporarily uprated to Line Clearance Utility Leadman, and paid as such for all hours worked.

When the Foreman is temporarily absent from work and two remaining crew members work together as a crew, the senior employee shall be temporarily uprated to Foreman, and paid as such for all hours worked.

Sec. 10.35 Work breaks shall be taken only at the job site, for all employees.

**Sec. 10.36** It is agreed that, under normal conditions, bargaining unit employees will not be forced to take an upgrade to temporary supervisor, however, if all eligible employees turn down the temporary upgrade, management may elect to force any employee it believes is qualified to accept an upgrade to temporary supervisor. Selection for upgrade to temporary supervisor shall not be based on any seniority consideration. The Company retains the sole right to determine who is eligible and/or qualified for temporary upgrades to supervisor.

When an employee is temporarily upgraded to temporary supervisor he shall be paid a wage rate which is twenty percent (20%) higher than his normal straight time wage rate.

**Sec. 10.37** The Garage Department may use Job 0358 Fleet Senior Technician to fill absences of the Garage Supervisor. The Fleet Senior Technician may perform his normal duties while filling the aforementioned absences.

In the absence of the Supervisor and Fleet Senior Mechanic (0358) during normal working hours, a Fleet Technician Journeyman (0356) will be offered the upgrade to Job 0358 in accordance with the provisions of the Labor Agreement.

## ARTICLE XI TEMPORARY EMPLOYEES

**Sec. 11.01** The Company may, from time to time, employ additional help which shall be known as Temporary Employees. The provisions of Articles 2, 5 and 6, and Section 1.03 of Article I shall not apply to Temporary Employees.

**Sec. 11.02** Five (5) consecutive days, Monday through Friday, shall constitute a work week on all jobs except as otherwise provided under subsections of this section.

Eight (8) hours shall constitute a day's work. Regularly scheduled hours of work for temporary employees shall be the same as for employees of the group to which they are assigned.

**Sec. 11.03** Temporary employees who report for work in the absence of notice not to report, and in the event they are called to work and report, but are not then assigned, shall in either case be paid two hours at their straight time rate of pay for so reporting.

When making a reduction in the number of temporary employees, those most recently hired shall be laid off first.

**Sec. 11.04** Temporary employees shall be paid not less than the rate provided for in minimum wage law. A temporary employee shall not have seniority until he/she has completed 150 calendar days of continuous service, after which they shall become a probationary permanent employee within the meaning of this agreement. He shall then be assigned to a regular classification subject to the provisions of the bidding procedures, and their seniority shall begin at the start of their probationary period.

## **ARTICLE XII DURATION OF AGREEMENT**

Sec. 12.01 This Agreement shall take effect on the date of execution and shall remain in effect through December 31, 2022, and from year to year thereafter, unless it has been canceled or amended by the giving of one hundred twenty (180) days' written notice by either party to the other; if amendment is desired, the proposed amendments shall accompany the notice. Unless there is a mutual agreement to extend the term of this Agreement, however, it shall be deemed fully terminated upon its expiration date regardless of whether the aforesaid one hundred eighty (180) day notice is to terminate or to amend. Changes mutually agreed to may be made at any time.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

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**Director**. Labor Relations Ameren Missouri

Date April 16, 2020

LOCAL UNION 702 OF THE INTERNATIONAL BROTHERHOOD **ELECTRICAL WORKERS, AFL-CIO** 

By seve

**Business Manager** Local Union No. 702

Date <u>4-19-2020</u> By Mark Behn

**Business Representative** Local Union No. 702

Date <u>April 17, 2020</u>



## **APPENDIX A**

### ELECTRIC TRANSMISSION AND DISTRIBUTION

Job No.	Job Classification	2020	2021	2022
0101	Line Foreman	48.25	49.46	50.70
0102	Troubleman	46.78	47.95	49.15
0105	Lineman Journeyman	45.58	46.72	47.89
0106	Lineman Apprentice Unassigned	35.12	36.00	36.90
0107	Lineman Apprentice - 3rd Stage	40.60	41.62	42.66
0107	Lineman Apprentice - 2nd Stage	37.65	38.59	39.55
0107	Lineman Apprentice - 1st Stage	35.48	36.37	37.28
0115	Line Clearance-Utility Foreman	35.53	36.42	37.33
0117	Line Clearance Utility Leadman	34.89	35.76	36.65
0119	Line Clearance-Utility Man	34.22	35.08	35.96
0124	General Utilityman	34.19	35.04	35.92
0125	Lineman Special	36.94	37.86	38.81
0147	Meter Setter	34.92	35.79	36.68
0150	Journeyman Meterman	42.87	43.94	45.04
0152	Meterman-Third Step	39.21	40.19	41.19
0154	Meterman-Second Step	37.67	38.61	39.58
0156	Meterman-First Step	36.13	37.03	37.96
0180	Misc. Construction Labor	31.34	32.12	32.92
019*	Temporary Help (Art. 10)	14.35	14.71	15.08

#### **OPERATING DEPARTMENT**

Job No.	Job Classification	2020	2021	2022
0167	Sr. Substation Technician	48.10	49.30	50.53
0165	Sr. Substation Technician – 1st Step	47.34	48.52	49.73
0166	Lead Sub Tech Journeyman	46.39	47.55	48.74
0168	Substation Tech Apprentice - 3rd Step	38.77	39.74	40.73
0168	Substation Tech Apprentice - 2nd Step	37.36	38.29	39.25
0168	Substation Tech Apprentice - 1st Step	35.96	36.86	37.78
0169	Substation Technician Journeyman	43.69	44.78	45.90
0170	System Technician - Relay	49.97	51.22	52.50
0171	System Tech in Training-Relay 3rd Step	47.98	49.18	50.41
0171	System Tech in Training-Relay 2nd Step	47.38	48.56	49.77
0171	System Tech in Training-Relay 1st Step	46.86	48.03	49.23
0172	System Tester - Relay	47.04	48.22	49.43

0173	System Tester Training - Relay Step 4	43.90	45.00	46.13
0173	System Tester Training - Relay Step 3	41.00	42.03	43.08
0173	System Tester Training - Relay Step 2	39.57	40.56	41.57
0173	System Tester Training - Relay Step 1	38.13	39.08	40.06
0195	Maintenanceman	31.32	32.10	32.90
019*	Temporary Help (Art. 10)	14.35	14.71	15.08

#### GAS DISTRIBUTION

Job No.	Job Classification	2020	2021	2022
0204	Gas Mechanic Trainee - Year 2	35.83	36.73	37.65
0204	Gas Mechanic Trainee - Year 1	34.77	35.64	36.53
0205	Gas Laborer	33.11	33.94	34.79
0207	Gas Mechanic Leader	42.40	43.46	44.55
0209	Lead Serviceman Gas	41.43	42.47	43.53
0211	Serviceman	37.27	38.20	39.16
0213	Apprentice Serviceman	36.24	37.15	38.08
0218	Gas Mechanic	39.22	40.20	41.21
0222	Journeyman Utilityman	37.21	38.14	39.09
0224	General Utilityman	32.23	33.04	33.87
0239	Gas Leak Detector	37.14	38.07	39.02
9207	Gas Mechanic Leader/Welder	44.50	45.61	46.75
9218	Gas Mechanic/Welder	42.34	43.40	44.49
9204	Gas Mechanic Trainee/Welder	40.23	41.24	42.27
0240	Asst. Gas Leak Detector	**	**	**
0245	Meter & Regulation Technician	41.99	43.04	44.12
0246	Sr. Meter & Regulation Technician	43.61	44.70	45.82
0247	Corrosion Control Technician	39.84	40.84	41.86
0248	Sr. Corrosion Control Technician	41.19	42.22	43.28

\*\* This classification will be paid in accordance with Appendix F.

### Garage Department

Job	Job Classification	2020	2021	2022
No.	Job classification	2020	2021	2022
0358	Fleet Senior Mechanic	42.74	43.81	44.91
0356	Fleet Tech Journeyman Step 4	38.92	39.89	40.89
0356	Fleet Tech Journeyman Step 3	36.91	37.83	38.78
0356	Fleet Tech Journeyman Step 2	34.88	35.75	36.64
0356	Fleet Tech Journeyman Step 1	32.87	33.69	34.53
0350	Garageman	31.19	31.97	32.77
0350	Garageman, 2nd year	30.40	31.16	31.94
0350	Garageman, 1st year	29.56	30.30	31.06
0351	Garage Utility Worker	19.45	19.94	20.44

### **Stores Department**

Job No.	Job Classification	2020	2021	2022
138	Chief Storekeeper	41.45	42.49	43.55
139	Storekeeper	38.20	39.16	40.14
141	Storeroom Helper, After one year	33.16	33.99	34.84
141	Storeroom Helper, 2nd Six Months	32.38	33.19	34.02
141	Storeroom Helper, 1st Six Months	31.89	32.68	33.51
019*	Temporary Help (Art. 10)	14.35	14.71	15.08

## **APPENDIX B**

#### **ELECTRIC METERMAN**

The Journeyman Meterman classification will be the top level in a three year apprentice program. It will require prior completion of three subordinate steps of one year each; or in lieu thereof, a demonstrated ability to satisfactorily perform the full range of meterman duties required in the Southeast District.

Entry into the first-year step of this series requires graduation from high school plus satisfactory completion of at least one full year of courses in fundamentals of electricity and electric circuits, including some special emphasis on mathematics at a trade school acceptable to the Company.

#### <u>First Year</u>

The employee will participate in on the job training in all phases of meter work as well as in whatever formal courses, classes, or other instruction may be assigned.

By the end of this year, they must be completely proficient in all areas of single phase metering.

#### Second Year

The employee will continue work and training in all phases of metering duties, with particular emphasis on polyphase meter installations, wiring and connections.

By the end of this year, they must have become proficient in polyphase installations.

#### Third Year

The employee will continue work and training in all phases of their duties. By the end of this year, they must have achieved proficiency in the entire range of meter work in the Southeast District. This will include field installations, testing and maintenance of all types of revenue metering used in the district, with emphasis on polyphase instrument transformer installations both secondary and primary.

# APPENDIX C 5 - 15 KV GLOVING SAFETY RULES SAFETY EQUIPMENT

When crews are assigned to glove voltages above 5,000, but less than 15,000, there shall always be two levels of protection as follows:

- 1. Approved basket trucks, including pin-on baskets, with upper and lower controls, insulated buckets and booms certified as having passed the necessary testing requirements, and
- 2. Class 2 rubber gloves which must be worn, and sleeves for use as they may be necessary based on the complexity of the assignment and at the option of the crew.

The two levels of protection shall always be present and in excess of any cover-up protective equipment. If the two levels of safety protection as described above cannot be maintained, alternate procedures for completing the job assignment will be utilized and the employees will not be required to glove primary voltages above 5,000. No gloving work will be performed on conductors energized at 5 kV or higher unless a basket truck is utilized.

All protective equipment, including gloves and sleeves, shall be equal to or exceed the requirements set out by OSHA, ANSI, or ASTM standards.

Each worker shall individually be assigned personal rubber gloves and sleeves, cleaned and tested both electrically and mechanically, and certified for work on energized conductors and/or equipment at the appropriate voltage. Rubber gloves and sleeves must be tested at the request of the worker but, in any event, not less than once every 90 days.

In addition to the laboratory tests, each worker shall make a daily inspection of his/her personal protective equipment at the beginning of each work period. This personal inspection shall include a visual and feel test of leather protectors, and a visual and an air test of rubber gloves. Additional tests to personal protective equipment shall be made throughout the day for additional gloving assignments. All rubber protective equipment shall always be carried in such a way that it will not come in contact with tools or other equipment.

## INITIAL TRAINING FOR JOURNEYMEN AND APPRENTICES AS OF THE DATE OF THIS AGREEMENT

All Distribution employees classified as Journeyman Lineman, Line Foreman, and Troubleman who on occasion work as a part of a Line Crew, or any Lineman entering the Distribution group, including Linemen who have recently completed their apprentice training, shall receive two days mock energized training, followed by two days of training including energized training in the procedures for gloving voltages above 5,000 but less than 15,000.

The "hands on" portion of the training shall be conducted by an instructor designated by the Company who has experience as a Journeyman working primary voltages with rubber gloves. Experience in districts containing both 4 kV and 12 kV facilities shall be considered toward filling the experience qualifications.

Training shall include working on energized conductors and equipment using procedures for covering so as to provide the maximum isolation and insulation from any grounded equipment or potential grounds, understanding that wood poles, crossarms and structural material shall be considered ground potential.

"Hands-on" training groups shall be limited to not more than six trainees for each instructor.

### **AERIAL BASKET TRUCK TESTS**

Only approved and certified basket trucks with upper and lower controls equipped with insulated buckets and booms, that have satisfactorily passed the testing requirements as set out below, and displaying the dated certification decal, will be considered appropriate for use by workers gloving voltages above 5,000 but not to exceed 15,000 volts.

- 1. Each certified aerial basket truck shall be equipped with a daily check list of procedures to be followed by the crew members.
- 2. Daily checks shall include visual inspection of aerial basket trucks by the crew members assigned to the equipment prior to the equipment being used.
- 3. The visual and mechanical tests made by crew members to insure the truck's operating integrity for the day's work shall include visual tests to determine:
  - A. Oil leaks
  - B. Cleanliness of the fiberglass booms. If the insulated section of the boom is not clean, it will be wiped with a dry cloth or washed with a mild detergent or appropriate cleaning solution in accordance with the manufacturer's recommendations, by the crew assigned to the truck or the automotive mechanic who may be inspecting or working on the boom.
  - C. Cuts, breaks or abrasions to the boom.
  - D. Cleanliness of the basket liner, including cuts, breaks, and abrasions.
- 4. Tests on aerial basket trucks must meet or exceed OSHA and ANSI recommendations. Dielectric tests will be made on all units and basket liners initially and then after every six months in service.

### 5 KV to 15 KV GLOVING

#### GENERAL

- 1. Equipment or material shall not be passed between a pole or structure and an aerial lift while the employee working from the basket is in reaching distance of energized conductors or equipment not covered with insulated protective equipment.
- 2. All load taps, lightning arrestors, transformer taps, and load break switching involving voltages above 5,000 shall be performed while using live line tools.
- 3. Before a crew begins an assignment involving gloving voltages above 5,000 and below 15,000, weather conditions for the day will be given prime consideration. Gloving voltages above 5,000 but less than 15,000, shall not be permitted on days when the weather is inclement or foggy conditions exist. If any of these or other adverse conditions develop after work has begun, the job shall be made safe and work discontinued or performed by alternate means until weather conditions improve.
- 4. Gloving assignments in other than daylight hours shall be limited to situations when, in the opinion of the crew performing the work, sufficient lighting is available.
- 5. While gloving voltages in excess of 5,000 but less than 15,000, only insulated blocks, hoists, and handlines will be used. All ropes shall be of synthetic material, with good dielectric properties.
- 6. Jewelry, including watches, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.
- 7. Only power tools having approved insulated hoses operating from truck tool systems or other approved power source shall be used in any aerial basket while gloving voltages above 5,000. All electrically operated hand tools will be lowered to the ground prior to any gloving work commencing on voltages above 5,000 V, including the installation and removal of protective equipment.
- 8. Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
- 9. Employees shall not work on any energized conductor until all conductors within reach, or which may become within reach, are first covered with protective equipment. This includes all grounded conductors, grounded surfaces and any conductors below such as neutral, secondary, services, down guys, pole surfaces or crossarms, which the aerial basket, boom or worker may contact.

- 10. Aerial basket truck equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated basket truck for the purpose of gloving voltages above 5,000 but less than 15,000.
- 11. If a pin-on basket is used, the winch line shall be removed from the insulated portion of the boom.
- 12. Basket trucks shall have at least 36 inches of the insulated boom extended during any gloving process.
- 13. On complex jobs involving constricted working space, and at the request of the crew, the circuit protection equipment will be placed on hazard during the period when work is being performed to avoid the circuit becoming re-energized in the event of a fault to the circuit. Whenever possible, however, a portion of a circuit may be placed in a non-reclose mode by placing a recloser in the manual position. In such cases, it will not be necessary to place the circuit on hazard.

## **APPENDIX D**

#### **OPERATING DEPARTMENT**

The Operating Department shall consist of the Substation Technician Group. The following duties, responsibilities and qualifications shall apply to this group as indicated.

#### SUBSTATION TECHNICIAN GROUP

The duties of the employees in this group shall include:

- A. To perform maintenance, including routine substation maintenance on equipment and apparatus including breakers, regulators, reclosers, transformers, peaking units and similar types of equipment.
- B. To perform construction work required in the installation of substations and substation equipment.

#### **DIVISION OF WORK**

Aerial work in the erection of sub-assemblies in new substation construction will be done by substation personnel or line crew personnel. Substation personnel may do any or all assembly work as the structure is being erected.

### **APPENDIX E**

## GAS MECHANIC APPRENTICE TRAINING PROGRAM GAS DEPARTMENT

The purpose for establishing an apprentice program such as described herein is to ensure all gas employees possess the knowledge, skills and abilities to perform all gas work in a safe manner.

The Gas Mechanic Apprentice Training Program shall be up to twenty-four (24) months in duration and consist of two tracks: Gas Construction and Gas Service. Each track will consist of nine (9) separate training cells. Each training cell will contain a minimum OJT component that must be successfully completed by the Apprentice prior to the completion of the twenty-four (24) month Gas Apprentice Program. Individual training module exams will be given at the completion of each module. An exam covering the entire contents of each training cell will be given when the apprentice returns to the facility for their next training cell. A minimum score of 80% is required for both the training modules and training cell exams, as outlined from time to time in Ameren's Gas Operations & Maintenance Plan.

The Gas Mechanic Apprentice Training Program will also include a Home Study Course. This course is intended to give the apprentice an overview of all Company standards, policies and procedures. The Apprentice is required to successfully complete the Home Study Course with a passing grade of 80%

Upon successful completion of the Journeyman Final Exam and Qualification the apprentice will be promoted to journeyman status.

As in the past, the Company reserves the right, from time to time, to amend the Gas Mechanic Apprentice Training Program. The Company will provide the Union a minimum of a thirty (30) day notice in the event that significant changes are made in the Gas Mechanic Apprentice Training Program.

### **APPENDIX F**

# LETTER OF AGREEMENT COVERING JOB CLASSIFICATIONS OF GAS LEAK DETECTOR OPERATOR AND ASSISTANT GAS LEAK DETECTOR OPERATOR

This Agreement entered into this 7th day of June, 1971, between Union Electric Company – Southeast District and Local Union 702, I.B.E.W. shall replace language covered in Appendix F of the current working agreement and such language, upon approval of this agreement, shall become void.

When such vacancy or position is created, the job shall be posted as an Assistant Gas Leak Detector Operator at the rate of pay comparable to a Gas Mechanic for the first six months. Second six months shall be .7¢ an hour above the Gas Mechanic's rate of pay and at the end of one year, shall receive Gas Leak Detector's rate of pay.

It is completely understood that when employees are not performing work within their classification, they shall be assigned to Gas Department Construction crews, Cape Girardeau, Missouri and shall retain the rate of pay of their classification while working with construction crews.

## **APPENDIX G**

## LETTER OF AGREEMENT COVERING REVISIONS IN ARTICLE X

Revise work rule Article X to permit operation of both one-and two-man service trucks.

- The employee in charge of truck would receive lead serviceman's pay.
- Our present serviceman will be assigned to trucks according to seniority.

#### **PRINCIPAL DUTIES:**

#### Two Person Work Assignment

Install, remove and change any size gas meter.

Install gaslights, gas grills and other appliances.

Perform any duties done in the Service Department.

#### **One Person Work Assignment**

Read meters, turn service on or off.

Install, remove and change #1000 and smaller gas meters. (using appropriate tools as required for #750 and larger meters)

Relight gas furnaces and other gas fired equipment.

Perform any duties not requiring two persons.

When the employee requires assistance, qualified personnel will be assigned.

The Company is authorized to set up a serviceman who will fill in on service trucks when needed and otherwise work in the construction department. This position shall be posted and filled as soon as possible. The successful bidder on this job will, after one year or upon passing the test for serviceman, whichever occurs first, be advanced to serviceman's pay and classification.

#### Two Person Crew Assignments for Electric and Gas Personnel

Gas Department personnel may be used to do underground work such as, but not limited to, trenching, laying cable, laying pipe and backfilling. Only appropriate employees from the Electric Department can make connections or work on energized conductors.

Electric Department personnel may be used to trench, install and backfill mains and services. Only appropriate employees from the Gas Department can make connections or work on pressurized gas pipes. A two-person crew may consist of any combination of Electric or Gas Department personnel. If the crew requires assistance, the appropriate qualified personnel will be assigned.

If one person on the crew is of a leader classification, that person will be the crew leader. If neither of the persons on the crew are of a leader classification they will share the upgrade to leader in equal amount of hours per day.

This language will not be used solely for the purposes of reducing the work force.

### **APPENDIX H**

### LETTER AGREEMENT ON TOOL REPLACEMENT AND TOOLS TO BE FURNISHED BY THE COMPANY

When accepting employment with the Company as a lineman or apprentice lineman the employee must provide, at their expense, a complete set of acceptable climbing gear consisting of body belt with standard tool holders, safety strap, climbers and climber straps. This equipment must be thoroughly inspected by the foreman or supervisor and approved. Following such approval this equipment will remain the property of the employee but thereafter all necessary repairs or replacements, including belly straps and belt suspenders, will be made at Company expense so long as he/she is so employed by the Company.

The lineman will also initially furnish at his/her expense lineman's pliers and skinning knives. All other tools and equipment and all safety devices will be furnished by the Company. The Company will furnish work gloves to all employees in the Southeast District who require such gloves to do their work. The Company will replace broken or worn out tools and gloves when they are turned in for replacement or where there is positive evidence of a break-in showing that they have been stolen.

Rainsuits and rain hats will be furnished by the Company. These shall not be assigned to any individual but they shall be kept available for use by any employee when the need arises. Rubber boots are furnished by the Company only for special work which requires their use. They are not to be assigned to an individual but kept in proper Company storage and issued when they are needed.

Leather boots, shoes, galoshes, rubbers and other items of clothing must be furnished by the employee.

All tools that are to be furnished by the employee for use on the job may be purchased through the Company and will be billed to the employee at cost to the Company, payable immediately upon receipt of bill.

# **APPENDIX J**

### SICK LEAVE CONTROL AGREEMENT

The Company and the Local Unions agree that any employee found to have abused the sick leave privilege, or employees with consistently poor records who fail to improve their attendance within a reasonable time after they have been advised their records are unsatisfactory, will be subject to disciplinary action. Counselling or corrective actions under the previous versions of the Sick Leave Control Agreement will not be impacted by the changes to the Sick Leave Control Agreement contained herein.

This agreement shall be effective on January 1, 2017, and the procedure starting in paragraph 1 will be applied to each employee's 2017 sick leave record and annually thereafter.

In order to clarify the parties' intent in addressing employees with consistently poor sick leave records, the following procedure is agreed upon and shall be implemented on January 1 of each year beginning in 2017 and thereafter. In paragraphs A through I of the procedure below certain hours of absence, as defined herein, shall be considered as excused and shall not be considered in totaling an employee's hours of sick leave for the year, providing that the employee presents evidence in the form of a statement from his/her health care provider [or a properly completed form 4801NS] certifying the excused absence and providing the health care provider's recommendation as to when the employee should return to work. Such certification must be provided within thirty (30) calendar days of the employee's return to work, or it will be disregarded.

The parties intend that this Agreement will not violate the provisions of the Family and Medical Leave Act of 1993 (FMLA). Consequently, paragraph I below excuses any absence resulting from an employee's "serious health condition" (as defined in the FMLA). Any absence excused under the provisions of paragraphs A through H below which also qualifies as a FMLA "serious health condition" shall be counted as part of the employee's FMLA leave entitlement.

For purposes of this agreement, excused absences shall be defined as follows:

- A. Hours of absence while confined in a hospital for non-elective treatment and hours absent immediately preceding and following such in-patient confinement for the same illness or injury.
- B. Hours of absence required for non-elective outpatient surgery and hours absent immediately preceding and following such outpatient surgery. The term "outpatient surgery" shall include only procedures involving incisions, excisions, laser surgery, fractures, dislocations, the removal of foreign bodies, stitches, and radiation or chemotherapy treatments.

- C. Hours of absence required for follow-up examination, treatment or therapy for an illness or injury covered by paragraphs A and B.
- D. Hours of absence required for outpatient testing which results in hospital confinement or outpatient surgery as defined in paragraphs A and B.
- E. Hours of absence in connection with pregnancy for prenatal and postnatal doctor visits.
- F. Employees who perform "light duty" work or training during a period which would otherwise be an excused absence will be returned to excused absence status following the completion of training or "light duty" work if the employee is unable to resume normal duties at that time.
- G. With respect to paragraphs A and B above, employees who have returned to work from an excused absence which immediately followed a hospital confinement or outpatient surgery will be returned to excused absence status if the employee is unable to continue working as the result of the same illness or injury and if the employee's return to sick leave is within five working days of their return to work. Only one such bridging is applicable per hospitalization/outpatient surgery, except as otherwise allowed under the provisions of paragraph I below.
- H. With respect to paragraphs A and B above, an employee absence which is separated by not more than thirty calendar days from an excused absence for the same illness or injury which immediately precedes a hospital confinement or outpatient surgery will be considered part of the excused absence in connection with that hospital confinement or outpatient surgery. Only one such bridging is applicable per hospitalization/ outpatient surgery, except as otherwise allowed under the provisions of paragraph I below.
- I. Hours of absence taken as a result of a "serious health condition" of the employee, as defined in the FMLA may never exceed 480 hours (the twelve-week maximum entitlement allowed under the FMLA) in a calendar year.

If the employee has already used part or all of his/her FMLA-qualifying leave (such as FMLA leave for a prior serious health condition of the employee, for the serious health condition of a spouse, child or parent, or for the birth or adoption of a child), then the hours available to the employee for excused absence(s) under this provision will be reduced accordingly. For example, if Employee X took two weeks of unpaid leave to care for a spouse with a serious health condition, then 80 hours would be deducted from the employee's FMLA leave entitlement, leaving Employee X with 400 hours of FMLA leave. Hours of absence available to Employee X for excused absence(s) under this paragraph would be 400, assuming Employee X took no other FMLA-qualifying leave.

- Employees whose total sick leave usage is more than 48 hours will be considered to have an unacceptable sick leave record. Total sick leave usage shall include both sick leave and Worker's Compensation leave (less excused absences as defined above). By March 31 of each year, or as soon as possible thereafter, beginning in 2018, the Company will contact each employee with an unacceptable sick leave record.
- 2. After the first such year, the employees will be verbally counselled concerning their sick leave. This step will not be repeated and cannot be returned to through good attendance.
- 3. After the second year, the employee will be given a verbal reprimand.
- 4. After the third year, the employee will be given a written reprimand
- 5. After the fourth year, the employee will be given a three-day suspension and final warning.
- 6. After the fifth year, the employee will be discharged. The Union may arbitrate such discharge if in its view there are special circumstances or characteristics of the individual warranting arbitration. In such cases, the Company shall have the right to introduce all records applicable to that employee which have been developed prior to the implementation of this agreement.
- 7. If an employee has an acceptable sick leave record in the year after being disciplined under the above procedure, and then has an unacceptable record in the following year, the previous disciplinary step shall be repeated before progressing to more severe discipline. For example:

First year unacceptable record	Counselled
Second year unacceptable record	Verbal reprimand
Third year acceptable record	No action
Fourth year unacceptable record	Repeat verbal reprimand
Fifth year unacceptable record	Written reprimand
Sixth year unacceptable record	Three-day suspension and final warning

Employees who fail to achieve an acceptable record for two consecutive years after repeating a discipline step under this paragraph shall be disciplined at the next step of the discipline procedure. For example:

Second year unacceptable record	Verbal reprimand
Third year unacceptable record	Written reprimand
Fourth year acceptable record	No action
Fifth year unacceptable record	Repeat written reprimand
Sixth year acceptable record	No action
Seventh year unacceptable record	Three-day suspension and final warning

- 8. An employee who has been disciplined under this procedure will drop one step in the discipline procedure for each two consecutive years with an acceptable absence record. The record of such discipline will also be expunged from the employee's file.
- 9. The foregoing disciplinary procedure shall apply to all employees who have completed their probationary period and who have developed unsatisfactory sick leave records. Employees within their probationary periods may be released solely within the Company's discretion and without the need for a warning.
- 10. The foregoing procedure may not be applicable to certain employees with consistently poor records because their absences are frequently associated with hospital confinement or outpatient surgery. If such employees are ill or disabled so frequently over a period of years that they cannot be relied upon to come to work with a reasonable degree of regularity, it may be necessary for the Company to take action against them. These cases are expected to be few in number and will be case handled in accordance with the specific facts and circumstances of the particular case. Consideration will be given to the employee's work record, years of service and prior attendance record.
- 11. Nothing in the foregoing shall be construed to prevent the Company from implementing disciplinary action, up to and including discharge, against employees when evidence shows that they have abused sick leave.

No changes to this agreement will be made without the agreement of the Union, and the Union shall have the right to grieve and arbitrate any differences with respect to the administration of this agreement.

## **APPENDIX K**

### **APPRENTICE LINEMAN PROGRAM**

As a precondition for acceptance into the Apprentice Lineman classification, a candidate must possess a valid operator's license; CDL permit, and will be required to successfully complete on Company time at Company expense the following pre-entry testing (not necessarily in this order):

- A. The medical examination required for a Commercial Driver's License (approximately one-half day).
- B. The EEI C.A.S.T. aptitude test, or its equivalent in the future (approximately one-half day). Aptitude test can only be retaken after a one-year waiting period.
- C. The "criteria based" evaluation test and the field evaluation program (approximately two days). Evaluation tests can only be retaken after a one-year waiting period.

The purpose for establishing an apprentice program such as described herein is to provide for skilled and knowledgeable employees and to enhance the safety of performing line work through better trained Linemen.

By decreasing the time required to complete the apprentice program, more apprentices can be accommodated within the system thus providing for promotion to fill job positions from within the Company rather than from outside.

The Apprentice Lineman Program will be twenty-four months in duration. The training will consist of on-the-job training, supplemented with formal classroom training, and a one year vocational or correspondence school course, or the equivalent, in the fundamentals of electricity to be completed during the twenty-four month apprenticeship.

The apprentice training program will be administered, monitored and coordinated by a Company Apprentice Advisor. The Union shall appoint an Apprentice Advisor and he/she shall carry out the duties enumerated herein.

A Construction Supervisor will be responsible for overall on-the-job training. The Line Foreman on the crew to which the Apprentice is assigned will be responsible for the hands on portion of the training. Formal training will consist of approximately fifty-seven days of classroom and field exercise, conducted at a training center. During the training, at the training center, a Journeyman Lineman will assist the training supervisor in skills instruction conducted outside. The Company will select each instructor based on their qualifications as a Lineman and his/her ability to train. The training for the Apprentice Lineman program will consist of a "Modular Training Program", written testing, and "Criteria Based Skills Testing" as developed by the Company. This program will be divided into three stages, Stage 1 will begin with the first day of formal classroom training. Stage 1 will be two and one-half months in duration and will include twenty-one days of formal training, after which the Apprentice enters Stage 2. Stage 2 is seven and one-half months in duration and includes twelve days of formal training, after which the apprentice enters Stage 3. Stage 3 is fourteen months in duration and includes fourteen days of formal training. At the end of each stage a written examination and a criteria based skills test will be administered. These tests will be given in the presence of a Supervisor and the Union Apprentice Advisor or an alternate. The Apprentice must pass all three examinations. Passing score for all examinations will be 80%. Apprentices who have obtained a score of 70% to 79% on tests given at the end of the 1st, 2nd or 3rd stages of the Apprentice Lineman Program will be allowed one retest.

The apprentice job activities will be monitored by a monthly report of the type work they have been involved with and how much time was spent on each activity. The reports will be reviewed by the Training Supervisor and the Union Apprentice Advisor. They will verify that the work experience is varied and the Apprentice receives adequate experience and training in the various types of line work.

Throughout the two year program, the Apprentice's job skills and progress will be evaluated monthly. The evaluation will be made by the immediate Supervisor after consultation with the Crew Leader. The supervisor will review the evaluation with the Apprentice, and the evaluation will be reviewed by the District Manager, District Superintendent, and Union Apprentice Advisor.

During the first two and one-half months, Stage 1, the Apprentices will perform work on deenergized circuits. During the next seven and one-half months, Stage 2, the Apprentices will perform the work of Stage 1 and will work on energized secondary circuits of 480 volts and lower. During the final fourteen months, Stage 3, the Apprentices may perform the work of Stages 1 and 2 and will begin to work on energized primary circuits, beginning with the least complex work and gradually progressing to more complex work as their experience and skills permit. During the two-year apprenticeship, Apprentices normally will be assigned to crews including two Journeyman Linemen. The limitations on voltages in Stages 1 and 2 described above are applicable to Apprentices but not to the journeyman crew members. An Apprentice will be promoted to Journeyman Lineman upon meeting the following requirements:

- 1. Completion of two years of employment as an apprentice.
- 2. Completion of the formal training, including passing all three written and criteria-based skills tests.
- 3. Achieving a work record indicating experience in the various types of line work.
- 4. Demonstrating proficiency in all types of line work.
- 5. Completion of the required educational course.

He/she shall be presented with a "Certificate of Completion of Apprenticeship" by representatives of Management and the Local Union upon completion of the above.

If it is determined during the course of the Apprentice Lineman Program that the Apprentice has failed to progress in the on-the-job training, in the formal training, or to pass the 1<sup>st</sup> or 2<sup>nd</sup> stage written and criteria based skills tests or the Journeyman test, he/she will be disqualified from the program. Third stage apprentices may be extended thirty days. The disqualification of an Apprentice may be challenged under the provisions of the Labor Agreement.

# **APPENDIX L**

#### **BENEFITS**

#### A. Group Life Insurance Plan

It is agreed that for the term of the labor agreement the Company will provide Basic Life Insurance in the amount of two (2) times the employee's annual base wage (base salary rounded down to nearest \$1,000, multiplied by two (2) and then add \$2000) at no cost to the employee for all full-time regular employees. In addition, the company agrees to offer opportunities for the employee to elect additional Supplemental life insurance coverage for themselves and certain eligible family members. The employee pays the entire cost for all Supplemental coverage, based on age-graded rates, which are subject to change. Any such changes will be discussed with the Union prior to implementation. These changes will be implemented and effective January 1, 2008.

For all retirements April 1, 2007 and thereafter, if an employee has at least 10 years of service after age 45, the company will provide \$15,000 of life insurance coverage. As an exception, active employees who are at least 45 years of age as of March 31, 2007 and later retire with ten (10) years of service after age 45 will be grandfathered to receive retiree life insurance in the dollar amount of active employee life insurance (Basic plus Supplemental coverage) they had in effect on March 31, 2007 (with a minimum of \$15,000).

Upon actual retirement of these grandfathered employees, the grandfathered amount of coverage will continue until the first day of the month following their 67th birthday. The insurance coverage will then be reduced automatically at age 67 to one-third of the amount in effect at retirement, rounded to the next higher \$100. If the employee is over age 67 when they retire, the insurance will reduce as of the date of retirement.

Employees hired on or after January 1, 2020, will not be eligible to participate in Ameren's retiree life insurance plans.

This language supersedes all previous agreements and prospectively constitutes the entire agreement relative to the Ameren Group Life Insurance Plan.

#### B. Group Accidental Death & Dismemberment Insurance Plan

It is agreed that for the term of the labor agreement the Company will provide Basic Accidental Death and Dismemberment Insurance in the amount of two times the employee's annual base wage (maximum of \$60,000) at no cost to the employee for all full-time regular employees. In addition, the company agrees to offer opportunities for the employee to elect additional employee paid AD&D coverage for themselves and certain eligible family members. The cost for the additional coverage is subject to change, and these changes will be discussed with the Union prior to implementation. The Seat Belt Incentive Program is eliminated. These benefit changes will be

implemented at the next practicable annual enrollment period after the labor agreement has been signed by the parities, and benefits will be effective on January 1 following annual enrollment.

This language supersedes all previous agreements and prospectively constitutes the entire agreement relative to the Accidental Death & Dismemberment Insurance Plan.

#### C. Ameren Employee Medical Plan

The Company agrees that the current Ameren Employee Medical Plan, Basic Program shall continue through December 31, 2022. Effective January 1, 2020, the Basic Program plans, as outlined in the Supplementary Agreement, shall continue through the duration of the collective bargaining agreement, unless other subsequent changes are agreed to by both parties (except that changes required for compliance purposes will be made automatically as appropriate). Effective January 1, 2023, the Defined Medical Plan option will be eliminated.

#### D. Prescription Drug Plan

The Company agrees that the Prescription Drug Plan, which is covered by Supplementary Agreement, shall be continued subject to the Group Major Medical Plan Stipulation.

#### E. Dental and Vision Expense Plan

The Dental and Vision Expense Plan Supplemental Agreement in effect for the 2013-2017 Labor Agreement will remain in effect for the duration of this Agreement.

#### F. Retirement Plan

The Company agrees that the Retirement Plan, which is covered by Supplementary Agreement, dated July 12, 1985 and as amended by subsequent Supplementary Agreements, will continue in effect for the life of this Agreement and be applicable to employees hired prior to July 1, 2013. For employees hired on and after July 1, 2013, the Supplementary Agreement dated June 28, 2013 shall be in place for the life of this Agreement.

#### G. Long Term Disability Plan

The Company agrees that the Long Term Disability Plan, which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

#### H. Savings Investment Plan (401K)

The Company agrees that the Savings Investment Plan (401K), which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

### **APPENDIX M**

### FOOT AND ANKLE PROTECTION POLICY

#### Purpose and Scope

This policy outlines the type of safety toe footwear that is considered suitable for use by our physical workers in the performance of their duties. It is designed to provide protection for our physical workers from injuries to the feet and ankles, such as punctures due to sharp objects, sprains and strains due to slips and falls, and impact injuries due to heavy loads.

#### **Responsibility**

#### Supervisor

It is the responsibility of the supervisor to inform employees of this requirement to ensure that workers under his/her control utilize safety shoes or boots as prescribed by this policy.

#### Employee

It is the employee's responsibility to comply with the requirements and directives of this policy.

### **Policy**

Southeast District physical workers are required to wear safety shoes or boots, in good condition, while in the performance of work.

A safety shoe or boot is considered to be a shoe or boot with a substantial sole resistant to slips and punctures, with the upper being constructed of leather extending to a point above the ankle and meeting the ANSI classification of 75 or higher.

Workers are expected to wear safety shoes or boots as described in this policy from the beginning of their assigned shift until that shift ends. This requirement continues to apply while employees are working overtime or callouts.

Workers who have been instructed to wear safety shoes or boots and are found not in compliance with this policy shall be instructed to promptly obtain safety shoes or boots by their supervisors, and will be allowed to use personal time off to obtain their safety shoes or boots.

#### <u>Reimbursement</u>

Employees required to wear safety shoes shall be paid an annual allotment of one-hundred and fifty dollars (\$150) in January of each per year for approved safety shoes purchased by the employee.

## **APPENDIX N**

### SUBSTATION AGREEMENT

Ameren and IBEW, Local 702 enter into the Substation Agreement with the following understanding:

- 1. A Senior Substation Technician, 1<sup>st</sup> year, job 0165 will be a new job classification in the Operating Department. If it is decided by the Company to fill this position, it will be in accordance with Article II, Section 2.03 of the Labor Agreement. Position eligibility and training requirements shall be governed by the Senior Substation Technician Agreement.
- 2. The existing duties of the Senior Substation Technician and the Lead Substation Tech Journeyman will remain unchanged.
- 3. Job Site Reporting
  - a. Employees may be assigned to job sites or show-up locations that are forty (40) road miles or less from the employee's permanent or temporary headquarters.
  - b. Employees who report to job sites or show-up locations will be paid a "reporting allowance" of twenty dollars (\$20.00) per day.
  - c. Assignments of individuals to report to job sites or show-up locations will be made by Management.
  - d. Employees who report to job sites or show-up locations will normally be retained on those jobs on a given day. In the event a crew and/or an individual which has been assigned to report to a job site or show-up location may be reassigned to another job during the day, crew members or the individual will be transported to the other job in Company vehicles or, if the operational necessity of the Company allows and the employee elects to do so, will be allowed to use their personal vehicle and will be reimbursed for the miles driven between jobs at the current casual mileage rate in effect.
  - e. If mutually agreed by the Company and the majority of the crew, the work week of employees assigned to job sites or show-up locations may consist of four (4) consecutive ten (10) hour working days, further defined and agreed to mean Monday through Thursday, inclusively, or Tuesday through Friday, inclusively. Furthermore, for those employees who are working four ten-hour days, Article X, Section10.09 (first paragraph) shall be amended to the following:

When it is necessary for employees to continue on the job after regular quitting time for one (1) hour or more, they shall be allowed a thirty (30) minute meal, and an additional thirty (30) minute meal period for every five (5) consecutive hour worked thereafter. The five (5) consecutive hours will begin when the crew returns to the job. If employees elect not to utilize an earned meal period, they will receive one halfhour overtime in lieu of such. Such in lieu of payment will only be made if all members of the crew select this option.

- f. The Relay Department shall be exempt from this provision, job-site reporting.
- g. This provisions does not apply to training.
- 4. Item 6—Out-of-Town Work
  - a. When conditions require that an employee work at a distance from the employee's permanent headquarters and must remain overnight, the Company shall reimburse the employee the applicable per diem rate established by the United States General Services Administration ("GSA"). In addition, the Company will pay all reasonable lodging expenses. The above will not apply on days not worked.
  - b. If mutually agreed by the Company and the majority of the crew, the work week of employees assigned to job sites or show-up locations may consist of four (4) consecutive ten (10) hour working days, further defined and agreed to mean Monday through Thursday, inclusively, or Tuesday through Friday, inclusively. Furthermore, for those employees who are working four ten- hour days, Article X, Section10.09 (first paragraph) shall be amended to the following:

When it is necessary for employees to continue on the job after regular quitting time for one (1) hour or more, they shall be allowed a thirty (30) minute meal period, and an additional thirty (30) minute meal period for every five (5) consecutive hour worked thereafter. The five (5) consecutive hours will begin when the crew returns to the job. If employees elect not to utilize an earned meal period, they will receive one half-hour overtime in lieu of such. Such in lieu of payment will only be made if all members of the crew select this option.

- c. Carry lunch and eat it on the job site.
- d. (In Lieu of Payment) Should an employee elect not to remain overnight when so assigned, the employee may return to the employee's home after the assigned quitting time and report back to the job at the assigned starting time; the employee will be paid the daily per diem rate established by the GSA. Employees electing to return home will not be furnished Company transportation nor will they be reimbursed for their own transportation, but they shall however, inform management of such decision so that scheduling of reservations and other pertinent items can be addressed.
- e. The Relay Department shall be included in this provision, Out-of-Town work.
- f. When the Company requires the need to staff emergency callouts, it is agreed that they shall have the ability to contact, but low overtime hours, the closest work group to the identified job site if there are crews reporting under this provision.

This provision applies to regular work, overtime work, and training. The provision does not apply when working out of town for storm restoration.

# **APPENDIX O**

### 4-10 HOUR DAYS

If mutually agreed by the Company and the selected employees, the Company may utilize a four (4) day, the (10) hour workweek as follows:

- Ten (10) consecutive hours, excluding time taken out for meals, shall constitute a regular day's work.
- Four (4) consecutive ten hour work days further defined and agreed to mean Monday through Thursday, inclusively, or Tuesday through Friday, inclusively.

Specific provisions of the Labor Agreement, which pertain to benefits or wages, will be handled as follows:

- Overtime Employees working four (4) days, (10) hours per day work, schedule shall be afforded overtime for hours worked beyond ten (10) in one day, or forty (40) in one week.
- Rest Period Follow current language in Article VII, Section 7.11.
- Holidays For all weeks in which a Company-wide holiday falls, an employee's work schedule will revert to a five (5) day, eight (8) hour per day workweek.
- Vacations Only emergency vacation will be granted when working 4-10s. Emergency vacation will be taken in hours. If an employee has a scheduled vacation that falls within a 4-10 schedule, they will not be eligible to work a 4-10 schedule.
- Jury Duty Payment for hours scheduled to work.
- Death-in-Family, Time off for Pallbearer of Employee, Time off to Vote Payment for hours scheduled to work.
- Sick Leave Allowance to be used in hours. If an employee is off the entire day, ten (10) hours of sick leave will be used.

Additionally, the Company reserves the right to assign its employees to the 4-10 work schedule, as it deems necessary. The Company maintains its right to disallow on an individual basis an employee from participating in the 4-10 schedule based on employee performance, but shall otherwise attempt to equally distribute 4-10 schedules amongst all employees.

### **APPENDIX P**

### **JOB SITE REPORTING**

Employees in the Electric Transmission & Distribution (excluding Troublemen and Meterman classifications) and Gas Department (excluding Lead Gas Servicemen) may be assigned to job sites or show-up locations that are forty (40) miles away or less from the employee's permanent headquarters for work that is expected to last multiple days.

Employees who report to job sites or show-up locations will be paid a "reporting allowance" of twenty (\$20.00) per day.

Assignments to job sites or show up locations shall be accomplished by canvassing through all eligible employees in the required classifications using seniority. Should this approach fail to adequately staff the appropriate number of needed employees, the Company retains the right to force, by inverse seniority order, employees to staff such assignments. Forcing of employees in this manner shall be limited to four (4) weeks [16 days] per calendar year. Nothing shall restrict any employee for volunteering for additional job siting assignments in excess of the four (4) week limitation. Management reserves the right to determine which operating center is polled for job site reporting.

Employees who report to job sites or show-up locations will normally be retained on those jobs on a given day. In the event the crew and/or an individual which has been assigned to report to a job site or show-up location may be reassigned to another job during the day, crew members or the individual will be transported to the other job in Company vehicles or, if the operational necessity of the Company allows and the employee elects to do so, will be allowed to use their personal vehicle and will be reimbursed for the miles driven between jobs at the current casual mileage rate in effect.

It is not the intent of the Company to utilize this language to permanently supplement staffing at any operating center.

The Company will utilize a 4-10 schedule for job site reporting when the Company determines the necessities of public relations and operations of the Company's facilities and projects permit. Where it is operationally feasible and not detrimental to public relations, the Company will endeavor to utilize an alternating Monday-Thursday/Tuesday-Friday schedule for job siting assignments longer than one week in duration. In the event an alternating 4-10 schedule cannot be utilized, the Company will notify the Union as to the reasons.

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