

**NEWTON POWER PLANT  
LABOR AGREEMENT  
(OFFICE-CLERICAL EMPLOYEES)**

**between**

**ILLINOIS POWER  
GENERATING COMPANY**

**and**

**LOCAL UNION NO. 702**

**of the**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**effective**

**JULY 1, 2022 – JUNE 30, 2025**

NEWTON POWER PLANT  
CLERICAL AGREEMENT  
INDEX

	Page Number
AGREEMENT	1
ARTICLE 1 SCOPE OF AGREEMENT/UNION SECURITY	1
Section 1.01 – Union Recognition	1
Section 1.02 – Employees Covered by This Agreement	2
Section 1.03 – Union Membership	2
Section 1.04 – Union Activities	2
Section 1.05 – Dues Check Off	2
Section 1.06 – Conflict with Laws	2
Section 1.07 – Contract Work	2
ARTICLE 2 MANAGEMENT RIGHTS	3
Section 2.01 – Management Rights	3
ARTICLE 3 SENIORITY	3
Section 3.01 – Definition of Seniority	3
Section 3.02 – Types of Seniority	3
Section 3.03 – Seniority of New Employee	4
Section 3.04 – Seniority in Event of Layoff	4
Section 3.05 – Breaking of Seniority	5
Section 3.06 – Exercise of Seniority	5
Section 3.07 – Seniority if Injured on the Job	5
Section 3.08 – Disabled Employees	6
Section 3.09 – Seniority of Employees Serving in the United States Military Service	6
Section 3.10 – Promotions	6
ARTICLE 4 NEGOTIATIONS AND ARBITRATION	7
Section 4.01 – Continuity of Work	7
Section 4.02 – Grievance Procedure	7
Section 4.03 – Arbitration Limitation	8
Section 4.04 – Court Reporter	8
ARTICLE 5 EMPLOYMENT – DAYS AND HOURS	9
Section 5.01 – Work Day and Work Week	9
Section 5.02 – Hours of Work	9
ARTICLE 6 OVERTIME-CALL OUTS	10
Section 6.01 – Overtime Pay	10

Section 6.02 – Rest Period	10
ARTICLE 7 VACATIONS	10
Section 7.01 – Number of Days Vacation for Years of Service	10
Section 7.02 – Termination of Employment	11
Section 7.03 – Prorated Vacation Allowance	11
Section 7.04 – When Vacations Can Be Taken	12
Section 7.05 – Holidays and Hospitalization During Vacation	12
Section 7.06 – Vacation Service Credits	12
ARTICLE 8 HOLIDAYS	13
Section 8.01 – Holidays	13
ARTICLE 9 SHORT TERM DISABILITY AND SICK DAYS	13
ARTICLE 10 LEAVES OF ABSENCE	14
Section 10.01 – Leave of Absence	14
Section 10.02 – Hospitalization of Family	15
Section 10.03 – Death in Family	16
Section 10.04 – Jury and Court Duty	16
Section 10.05 – Pallbearer Duty	16
ARTICLE 11 TERMINATING EMPLOYMENT	17
Section 11.01 – Terminating Employment	17
Section 11.02 – Special Rules Applying to Probationary Employees	17
ARTICLE 12 OCCUPATIONAL INJURIES	17
Section 12.01 – Disabling Injury	17
Section 12.02 – Termination of Payments	18
Section 12.03 – Exclusion of Payments	18
Section 12.04 – Full Day Allowed in Case of Accident	18
Section 12.05 – Employees Injured While Working on Overtime Days	18
ARTICLE 13 OTHER PROVISIONS	18
Section 13.01 – Continuation of Benefit Plan	18
Section 13.02 – Notification Procedure	21
Section 13.03 – Supervisors Doing Work	22
Section 13.04 – Assignment of Work Not Covered Under Labor Agreement	22
Section 13.05 – Employees Working Outside of Normal Headquarters	22
Section 13.06 – Use of Personal Vehicle	22

Section 13.07 – Drug and Alcohol Testing	22
Section 13.08 – Smoking Policy	24
Section 13.09 – Concurrent Benefits	24
Section 13.10 – Discipline	24
ARTICLE 14 CLASSIFICATIONS OF EMPLOYEES AND RATES OF PAY- “SCHEDULE “A”	25
Section 14.01	25
Section 14.02	26
Section 14.03	26
Section 14.04 – Severance Plan	26
SIDE AGREEMENTS	28
Ameren Services	29
Merger Agreement Language	30
Filling of Temporary Vacancies	31
Sale or Transfer of AEG Operation	32
Benefit Plans – prior to 8-14-07	34

## **NEWTON POWER PLANT CLERICAL AGREEMENT**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of June, 2022 by and between ILLINOIS POWER GENERATING COMPANY, a Corporation organized and existing under the laws of the State of Illinois, who may be referred to hereinafter as the Company, (see Side Letter #1 with respect to Ameren Services) and LOCAL UNION NO. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, who may be referred to hereinafter as the Local Union.

This Agreement shall be binding upon the Company, its successors and assigns, (see Side Letter #4) and shall take effect July 1, 2022 and shall remain in full force and effect until and including June 30, 2025 and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by giving sixty (60) days written notice by either party to the other. If amendment is desired, the contents of amendment shall accompany the notice.

The "Local Union" having been duly certified by the National Labor Relations Board (Case No. 14RC-11700, October 22, 1996) as the exclusive representative of the office clerical employees of the "Company" previously found by said Board to constitute an appropriate bargaining unit, the "Company" hereby recognizes the "Local Union" as the sole and exclusive representative of the employees constituting such bargaining unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

It is the intent of the "Company" and the "Local Union" that the parties of 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.

### **ARTICLE I SCOPE OF AGREEMENT UNION SECURITY**

#### **Section 1.01 Union Recognition**

The Company recognizes Local Union No. 702 of the International Brotherhood of Electrical Workers as the collective bargaining agent and exclusive representative of its Newton Power Plant Office Clerical employees in the classification of employees covered by Schedule "A" of this Agreement.

### Section 1.02 Employees Covered by this Agreement

This Agreement shall have effect and cover only those office clerical employees working in the Company's power plant at Newton, Illinois.

### Section 1.03 Union Membership

All present and new employees, also former employees returning to work, shall be and remain or shall become and remain, respectively, members of the Local Union as a condition of employment hereunder. The Company shall notify the Business Manager of the Local Union whenever a new or re-employed employee is added. All such employees shall arrange with the Local Union for membership therein on the thirtieth (30th) day of employment under this Agreement.

### Section 1.04 Union Activities

No member of the Local Union shall be discriminated against or denied employment because of their activities in matters affecting the Brotherhood, unless such activity results in destruction or attempted destruction of Company property, intimidation of other employees or any other act of disloyalty affecting the Company's interests.

### Section 1.05 Dues Check Off

Union dues will be checked off the pay only on the separate written order of the individual employee subject to revocation by them at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation.

### Section 1.06 Conflict With Laws

In the event that any of the provisions of this Agreement shall conflict with any State or Federal law or Presidential regulation, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations, and the remaining portions of this Agreement shall remain in full force and effect.

### Section 1.07 Contract Work

The regular and usual volume of basic work, as now available to employees represented by the Union, will continue to be available to them, unless this work is reduced or eliminated by changes in operating methods or procedures. If a substantial increase occurs in such basic workload, this increased work shall likewise be performed by employees represented by the Union.

If there are temporary increases in the workload or if a regular employee is absent, including absences for medical reasons, for an extended period of time, the Company may contract out work.

It is not the intent of this Section to restrict the contracting out of major projects or work beyond the skills of employees or work which should be handled by outside specialists in their respective field or work caused by peak periods or emergency situations.

It is the Company's intention to discuss any contract work with the Union prior to such work being contracted.

The Company will not contract work or use temporary employees if it results in any employee covered by this Agreement being laid off.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### Section 2.01 Management Rights

The management of the Company, the direction of the working forces, the right to hire, discipline, and discharge for just cause, are vested in and reserved by the Company, subject, however, to the provisions of this Agreement and the employees' right in adjusting grievances as provided for herein.

## **ARTICLE 3 SENIORITY**

### Section 3.01 Definition of Seniority

Seniority is defined as the total length of employment credit accruing through employment at the Newton Power Plant to a regular employee in the manner and to the extent hereinafter set forth, which entitles said employee to the rights and preferences provided for in this article. The employee's seniority date shall be the date and hour on which they began to work after they were hired or rehired.

### Section 3.02 Types of Seniority

Seniority as defined above in Section 3.01 is further broken down as follows:

- A. Company Service - Prior service credits earned with the Company at other work locations.
- B. Office Seniority - Service credits earned in the office at Newton Power Plant.

### Section 3.03 Seniority of New Employee

- A. A new employee entering the employment of the Company shall be subject to six (6) months probationary period to permit the Company to determine their ability and fitness to work. The Company shall have the sole right to determine such suitability during this probationary period. After having been employed for six (6) months, they shall become a regular employee, and in that event, they shall be credited with six (6) months seniority as a regular employee.
- B. If the first six months is not continuous employment, it shall be accumulative unless their seniority has been broken as provided below in Section 3.05, in which case their seniority will date from the re-employment date. However, the six months seniority credit must be earned in a period of twelve consecutive months beginning as of the first date of employment or re-employment.
- C. In the event a probationary employee loses time in excess of five (5) consecutive working days or more, there will be no service credit given from the first day off until they return to work.
- D. Nothing shall act to prevent any employee during the first six (6) months of their employment from obtaining adjustments of grievances as provided in Article 4.

### Section 3.04 Seniority in Event of Layoff

When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall govern:

- A. Employees who have not established seniority with the Company shall be laid off first.
- B. Thereafter, employees shall be laid off in the inverse order of their established office seniority.
- C. The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the Company being required to lay off employees possessed of skills essential to properly perform the work available at the time of lay off, not possessed by employees having greater seniority.

However, an employee with greater seniority who is subject to lay off under this section will be granted twenty (20) days to train and demonstrate their ability to fully perform the work available. If the nature of the work available cannot reasonably be expected to be learned within twenty (20) days, the senior employee will be laid off.



- D. When adding employees, those having established seniority, most recently laid off on account of curtailment of work, shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, provided they have the qualifications required or they can reasonably be expected to learn the job within twenty (20) days.
- E. Notwithstanding any of the terms of this article, an employee who has been laid off shall lose all accumulated seniority and all rights to be re-employed unless they register with the Station Manager either in person or by registered mail, within thirty (30) days following the date of layoff and thereafter during the month of December of each year.

#### Section 3.05 Breaking of Seniority

Seniority shall be deemed to have been broken for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged and not reinstated.
- C. If the employee is absent from work without authorized leave except when satisfactory reason for their absence is given.
- D. If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- E. If an employee is laid off for twenty-four (24) consecutive months; they shall, however, not lose their seniority, if it exceeds twenty-four (24) months, unless they are laid off for a continuous period equal to the seniority they had acquired under Sections 3.01, 3.02, and 3.03 at the time of layoff. In the event that an employee with five (5) or more years of service is laid off in excess of five (5) continuous years then the seniority of such employee shall terminate.

#### Section 3.06 Exercise of Seniority

Insofar as possible, when the same will not interfere with the operation of the station office, office seniority shall prevail in the choice of days off and vacation scheduling.

#### Section 3.07 Seniority if Injured on the Job

An employee who is injured while in the employ of the Company shall continue to accumulate seniority and upon recovery shall be reinstated to their former position with full seniority provided they make application to return to work within fifteen (15) days after

they are pronounced recovered by a recognized medical doctor, if they are physically qualified to perform the work.

### Section 3.08 Disabled Employees

The Company and the Local Union may, by mutual agreement suspend or alter the provisions of this Article in order to provide employment for an employee who is no longer able to perform the duties of their present job and for an employee who has been partially disabled while in the employ of the Company, on or off duty, or while on authorized leave serving in the United States military service.

### Section 3.09 Seniority of Employees Serving in United States Military Service

Time spent in military service will be credited to an employee's seniority at the Newton Power Plant provided that they return to work after having been released from military duty within the time limitation prescribed by the Universal Military Training and Service Act.

### Section 3.10 Promotions

- A. All job openings within the bargaining unit shall first be offered to employees covered by this Agreement on the basis of their office seniority. Qualifications being equal, seniority will prevail.
- B. Employees shall be provided the necessary training for the job to which they bid. Normally this training shall not exceed twenty (20) working days. The twenty (20) working days may be extended by the mutual consent of the Company and the Union. If after an employee has received the necessary training for a job to which they bid, and the Company believes that they will not be able to perform the job in a satisfactory manner, the Company and Union will meet to discuss and attempt to resolve the matter. Should the Company and Union fail to resolve the matter satisfactorily, the dispute may be taken up in accordance with the grievance and arbitration procedure of this Agreement.
- C. A seniority list shall be prepared and kept on file for all employees to inspect upon request. Should the Company decide to fill a vacancy within the classifications contained in Schedule "A", or new positions are created, the Company will post a notice on its bulletin boards for a period of five (5) days announcing the job opening. Employees desiring to bid on the position shall notify the Plant Manager or their designee. The bidding process may be upgraded to electronic bidding.

Employees who at the time bids are posted are absent because of sick leave, vacation, etc., will be given an opportunity to bid for the job providing they do so within five days following proper notification by the Company or following their return to work.

**ARTICLE 4  
NEGOTIATIONS AND ARBITRATION**

Section 4.01 Continuity of Work

- A. The services to be performed by the employees covered by this Agreement pertain to and are essential to the welfare of the public, and in consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Company, and the Local Union agrees that under no conditions, and in no event whatsoever, will the employees covered by this Agreement be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accordance with the terms of this Agreement, and the Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance on the part of said employees, insofar as such performance is required in the normal and usual operation of the Company's property, and that any differences that may arise between the above-mentioned parties shall be settled in the manner herein provided.
  
- B. Should an employee who is a member of the Local Union cease work of their own volition, the Company may, so long as such cessation of work shall continue, secure and/or use the services of others than those covered by this Agreement.

Section 4.02 Grievance Procedure

- A. In case of any disagreement arising between the Company and any employee and/or employees under this Agreement, such disagreement shall be resolved in the following manner:
  - 1. The employee or employees and the Steward will discuss the disagreement with the employee's or employees' immediate supervisor in an attempt to settle such disagreement in a manner consistent with this Agreement. (The settlement of any grievance by the supervisor and steward will be considered on a non-precedent basis and neither party will rely on the grievance settlement to support its position on any matter in the future.)
  
  - 2. If no agreement is reached in 1 above within 5 working days a grievance form consisting of comments by employee and supervisor, including all the relevant facts of the case and desired settlement should be filled out by the employee, steward, and the supervisor involved within 10 working days. Form to be submitted to the Plant Manager and Business Representative of the Local Union.

3. The Plant Manager (or their designated representative) shall meet within 20 working days with the employee, steward, and supervisor involved in an attempt to settle the disagreement.
4. If no settlement is reached with the Plant Manager in 3 the grievance shall be referred to the Manager of the Industrial Relations Department (or their designated representative) and the Business Manager of the Local Union or their representative within 30 working days.
5. If an agreement is not reached in 4, either party may request that the matter be submitted to arbitration. Upon request of the Union or Company's request for arbitration, the parties will alternately strike from the list of arbitrators named in the agreed-to permanent panel of arbitrators until one name remains, and they shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto. The expenses of the arbitrator shall be shared equally by the Company and Local Union.

B. Working days as indicated above begin on the date the event upon which the disagreement occurred and are exclusive of Saturdays, Sundays, and holidays.

#### Section 4.03 Arbitration Limitation

Arbitration as provided in this Article shall be limited to disputes or differences between the Company and the Union as to the interpretation or application of any of the provisions of this Agreement and the Arbitrator referred to in this Article shall have no power to add or to change the provisions of this Agreement. However, it is understood and agreed that any proposed new, added, or changed job classification or rate therefore, shall be subject to the above grievance procedure including arbitration.

#### Section 4.04 Court Reporter

When the Company has a court reporter at an arbitration hearing and the Union has not requested the court reporter to be present, the Union may purchase a copy of the hearing transcript from the court reporter by paying for the cost of the copy.

The Company is likewise entitled to receive a copy of a transcript under the same conditions if the Union requests a court reporter to be present and the Company does not.

## **ARTICLE 5 EMPLOYMENT-DAYS AND HOURS**

#### Section 5.01 Work Day and Work Week

The work week for all employees shall be from 2300 hours Saturday to 2300 hours the following Saturday. Except as hereinafter otherwise provided, employees included in the classification of employees covered by this Agreement shall work eight consecutive hours per day, five consecutive days per week, Sundays and holidays included.

Section 5.02 Hours of Work

A. The working hours for the employees covered by this Agreement shall be as follows with a paid lunch period.

Payroll Clerk	M – TH	6:00 A.M. – 4:00 P.M.
Records Clerk	TUES – F	5:00 A.M. – 3:00 P.M.
Records Clerk	M, T, TH, F	6:00 A.M. – 4:00 P.M.

These shifts are for weeks that do not include a holiday. Management retains the right on an as needed basis to revert back to a Monday - Friday, 7:00 a.m. – 3:00 p.m., forty (40) hour, eight (8) hour per day work week with a 48-hour shift change notice per the following:

In the event that an employee in any section is required to work a schedule or shift other than their regular work schedule or shift with less than 48-hour notice calculated from the time the notice was given to the time of starting work on the new schedule or shift, then and in that event they shall be paid the applicable overtime rate for the actual hours so worked on the new schedule or shift, but they shall not be paid overtime for more than the first two shifts of said new working schedule. In the event an employee works on a new schedule or shift for three (3) or more shifts, then it is considered that they have established themselves on a new schedule and a 48-hour notice is required in changing them to any other schedule or shift.

- B. During weeks that include a holiday, the work week will revert to a Monday - Friday, 7:00 a.m. – 3:00 p.m., forty (40) hour, eight (8) hour per day work week.
- C. If the hours of employment provided for in Section 5.02(a) above prove unsatisfactory or impractical, other schedules of hours may be mutually agreed to and arranged by the parties hereto.

**ARTICLE 6  
OVERTIME-CALL OUTS**

Section 6.01 Overtime Pay

- A. Employees shall be canvassed for overtime work within the job they regularly perform on a permanent basis, by office seniority. If such employee declines the overtime, it shall first be offered to the employee who normally relieves that job and second to the employees, by office seniority, who are trained and qualified to perform the job.
- B. Employees shall be paid time and one-half rate (1-1/2) for all overtime, except for that worked on a holiday, which shall be paid at double time, and except for that worked on the calendar day of Sunday, which shall be paid at double time.
- C. For the purpose of making clear the circumstances under which overtime rates shall be paid, the Company agrees that a day off or portion thereof for which an employee is excused, shall be considered time worked.

#### Section 6.02 Rest Period

Employees, except in an emergency, will not work more than sixteen continuous hours and shall, upon release, be entitled to an eight-hour rest period before they return to work. If this rest period extends into their regularly scheduled working hours for four 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 hours, they shall be excused from that portion of their regular hours and lose no pay thereby, provided they work the unexcused portion of their scheduled hours that day.

### **ARTICLE 7 VACATIONS**

#### Section 7.01 Number of Days Vacation for Years of Service

- A. If upon termination of employment an employee has worked six consecutive months or more, but they have not worked a sufficient time so that they earn vacation as outlined in the paragraphs below, they shall receive twenty working hours vacation.
- B. An employee shall receive 40 working hours vacation after they have completed their first year of continuous service. In the event there is insufficient time for an employee to complete their vacation prior to the end of the calendar year, such employee will be allowed to carryover up to 40 hours into the next calendar year.
- C. Employees who have been in the service of the Company for one (1) year or more next prior to the preceding January 1 shall receive eighty (80) working hours' in the current year.
- D. Vacations in excess of eighty (80) working hours will be as follows:

VACATION SERVICE CREDIT	VACATION
7 Years	120 Hours
15 Years	160 Hours
25 Years	200 Hours
30 Years	240 Hours

Employees receiving vacation credit above will not become eligible for the extended vacation prior to their vacation anniversary date.

- E. When an employee first becomes eligible for 120 or more hours vacation under Section 8.01 (d) and insufficient time remains after their anniversary date to take the extended hours of such vacation in any calendar year, they will be granted only the working hours remaining in such year. Also, whenever an employee first becomes eligible for 120 or more hours vacation under Section 8.01(d), their total combined vacation during that calendar year will be limited to 120 hours or more as listed in Section 8.01 (d).

#### Section 7.02 Termination of Employment

Employees who terminate their employment with the Company prior to taking vacations due them as provided in this Article will be allowed vacations with regular pay.

#### Section 7.03 Prorated Vacation Allowance

- A. In addition to the vacations provided in the foregoing sections of this Article, an employee leaving the Company upon retirement under the Retirement Income Plan shall receive a prorated vacation allowance to the date of retirement. Such prorated vacation allowance will also be granted in the event of death (if there is a surviving dependent, as defined by the Internal Revenue Code). Such vacation allowance shall be limited to one-twelfth of the vacation an employee is entitled to as of the date of retirement or death of each full month's work in said calendar year.
- B. An employee who is on Long Term Disability and who retires will receive a prorated vacation allowance at the time of their retirement. The prorated vacation allowance paid to such employee shall be one-twelfth of the vacation the employee was entitled to as of their last day of work for each full months work in said calendar year.

#### Section 7.04 When Vacations Can Be Taken

Vacation days are subject to the approval of the Company and will be scheduled in accord with the guidelines issued by the Company each year.

Insofar as possible, office seniority shall prevail in the scheduling of vacations and every effort will be made to allow vacation for the period selected by the employee.

Vacations may be taken in increments of one hour or more. If an emergency develops, every attempt will be exhausted to cover such work with employees not scheduled on vacation at that time. In the event that fails, an employee may be requested to cancel their vacation and reschedule it at a later date.

An employee will be allowed to carry over a maximum of 40 hours vacation into the next calendar year. A retiring employee may not tie carry over vacation into pre-retirement vacation (i.e., vacation taken immediately prior to date of retirement).

Actual vacation hours are as follows: a single day's vacation will begin at 7:00 A.M. and end at 3:30 P.M. Any scheduled forty (40) hour block of vacation will begin at 7:00 A.M. on Monday and end at 3:30 P.M. Friday.

#### Section 7.05 Holidays and Hospitalization During Vacation

- A. If a holiday occurs during an employee's vacation and it falls on one of their regular work days, an employee may elect to either (1) receive their holiday allowance and vacation pay for that day, or (2) receive their holiday allowance only for that day and not have it count as a day of vacation.
- B. If an employee is hospitalized overnight unexpectedly during a period of vacation, they shall have the right to cancel the remainder of that vacation period and schedule it for some later time. If the canceled vacation time cannot be taken in the remainder of that calendar year, an allowance for the unused vacation time will be paid.
- C. All earned vacation may be carried over to the next year if an employee is unable to take the vacation because the employee is on workmen's compensation or is hospitalized.

#### Section 7.06 Vacation Service Credits

- A. Time spent in military service will be credited to an employee's service record as service with the Company provided that they return to work after having been released from military duty within the time limitations prescribed by the Universal Military Training and Service Act, but vacations otherwise due under this section shall not be allowed unless and until the employee has completed sixty (60) days of employment next following the date on which they return to work.
- B. For the purpose of determining the vacation service credit of an employee who has had more than one period of Company employment, the credit of such employee shall include all periods of employment except that vacation credit shall not include



service prior to the last break in employment for any of the same reasons as seniority is deemed broken under the provisions of Section 3.05 of this Agreement.

## **ARTICLE 8 HOLIDAYS**

### Section 8.01 Holidays

- A. Unless the Company schedules an employee to work, all clerical employees shall be excused from work, with pay, on the following holidays in accord with the practice observed by the Newton Office Clerical employees on the effective date of this Agreement.

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

In order to receive the holiday pay under any paragraph of this Section, an employee must work their last scheduled shift before, their scheduled shift on the holiday, and their next scheduled shift after the holiday, except that an employee who does not work these shifts or a part of them but who is paid or excused for the time not worked because of other provisions of this Agreement shall not be disqualified from receiving the holiday pay by said absence.

- B. If an employee is scheduled to work on one of the above holidays, that employee shall be paid the rate of double time for all hours worked on that day, in addition to their eight (8) hours of holiday pay.

## **ARTICLE 9 SHORT TERM DISABILITY AND SICK DAYS**

Effective January 1, 2020, employees will participate in the Company's Short-Term Disability policy subject to the terms and conditions of the policy, which may not be modified, as applicable to employees covered under this Agreement, for the term of this Agreement without the mutual agreement of the Union and the Company.

In addition, employees will be allowed 48 hours annually for illness-related absences for themselves and their dependent family members ("sick days").

An employee reporting off for a sick day is required to speak with their supervisor prior to the start of the employee's scheduled shift, or in the case of emergency as soon as

possible, to indicate the reason for the employee's absence, the expected return to work date, and whether the employee plans to visit a doctor. If the supervisor is not available at the time the employee reports off, the supervisor will contact the employee to discuss the absence.

## **ARTICLE 10 LEAVES OF ABSENCE**

### Section 10.01 Leave of Absence

- A. An employee who has established seniority, if they can be spared from duty, may be granted a Leave of Absence for a reasonable cause, and while on such Leave of Absence, they shall not forfeit any seniority they may therefore have established, provided they do not overstay their leave or accept employment elsewhere while on such leave without written approval of the Company.
- B. Unless otherwise required by applicable law, an employee returning from a Leave of Absence has no guarantee to the same job they held at the time their Leave of Absence commenced and, at the completion of their Leave of Absence, the employee must return to any vacancy for which they are qualified to fill. If there are no vacancies at the time they are ready to return to work, the employee will be offered the first vacancy which occurs for which they are qualified. However, an employee returning from a Leave of Absence may displace a probationary employee provided they are capable of performing the duties of the job held by the probationary employee.
- C. A disabled employee may be granted a leave of absence of up to 30 months from the date of disability. An employee drawing Long Term Disability benefits may continue on Leave of Absence until L.T.D benefits stop or normal retirement unless their employment is terminated due to a plant retirement or closure, in which case leave will not continue beyond the effective date of such termination of employment as determined by the Company in its discretion. In any case, no employee shall accumulate any seniority beyond 30 months from the date of disability.
- D. All leaves of absence will be administered by the Company according to applicable federal and state law.

### Section 10.02 Hospitalization of Family

- A. The Company will permit a leave of absence with pay after six (6) months of continuous employment in the event one of the following situations occur involving an employee's spouse, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, or stepchild requires that said relative become a confined hospital patient receiving bed and board and the employee:

1. Present at the hospital when one of said relatives is admitted to the hospital.
2. Returning one of said relatives from a hospitalization.
3. Present at the hospital during major surgery performed under anesthesia or present during birth of a child.
4. Present upon physician's statement that death is imminent.
5. An employee will be allowed the time required, up to a maximum of eight (8) hours, with pay, to accompany a spouse, mother, father, son, daughter or dependent to a hospital or clinic for outpatient surgery. Such surgery must be performed by a medical doctor and under a general anesthesia.
6. Absent for other reasons which the energy center manager may approve in individual cases.

Time off for any one or combination of any of the above reasons, excluding #5 above will be limited to 16 working hours during any one period of hospitalization.

- B. A maximum of eight (8) working hours will be allowed when an employee's daughter is admitted to and confined in a hospital for the expected delivery of a child on a one time basis.

A maximum of sixteen (16) working hours per calendar year will be allowed when an employee's spouse or dependent is undergoing cancer treatments.

Employee must provide documentation to substantiate any treatment for cancer related time off.

- C. With the exception of the employee's spouse, in applying any of the above, under no circumstances will an employee be entitled to more than 16 hours of paid leave of absence per covered family member, nor exceed a grand total of 32 hours in any combination thereof, in any calendar year.
- D. Employees will be allowed to use lost time for any hours in excess of their paid hours in this provision, with proper approval.

#### Section 10.03 Death in Family

- A. Leave of absence with pay will be allowed after six (6) months of continuous employment when a death occurs in employee's immediate family; namely, spouse, son, daughter, step-son, step-daughter, father, mother, brother, sister, mother-in-law, father-in-law, stepparents, grandparents, grandchild, son-in-law or daughter-in-law.

- B. The maximum leave of absence with pay under this Section will be three (3) working days except that in the case of grandparents, grandchild, son-in-law or daughter-in-law such maximum will be one (1) working day.
- C. In the event of multiple deaths in the employee's immediate family; namely spouse, sons, daughters, step-son or step-daughter, father or mother, brother or sister, and father-in-law, mother-in-law, an employee shall be allowed up to five (5) working days off without loss of pay.
- D. If an employee is on vacation, and there is a death in their family, they may elect to receive pay for death in family and cancel their vacation.

#### Section 10.04 Jury and Court Duty

If an advance notice of eight (8) hours is given to the Company, an employee called for jury service, or subpoenaed to appear as a witness, in a case in which they have no interest, on any regular work day shall be excused from their regular shift that day and be paid the difference between what they receive as a jury fee and eight (8) hours straight time pay. If an employee is excused from jury duty not later than four (4) hours into their scheduled shift on that day, they must work the remainder of their schedule that day in order to be entitled to the payment of said difference.

#### Section 10.05 Pallbearer Duty

When employees are requested by the family of a deceased employee or deceased retired employee to serve as an active pallbearer, they shall be permitted to be absent from their regularly scheduled shift on the day of the funeral without loss of pay.

## **ARTICLE 11 TERMINATING EMPLOYMENT**

#### Section 11.01 Terminating Employment

When any employee covered by this Agreement desires to leave the employment of the Company except by mutual consent, they will give to the Company ten days notice, such notice to be given by the employee in person to the Manager of the Power Station, and the Company will likewise give to each regular employee covered by this Agreement ten days notice prior to terminating such employee's employment with the Company except when an employee is discharged under the terms of Section 2.01.

### Section 11.02 Special Rules Applying to Probationary Employees

The provisions of Section 11.01 shall not apply to probationary employees except as provided in Article 3, Section 3.03 when they become regular employees.

## **ARTICLE 12 OCCUPATIONAL INJURIES**

### Section 12.01 Disabling Injury

- A. After six (6) months of continuous employment a regular employee who is injured and disabled in the course of their employment and who is unable to return to their regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workmen's Compensation Act payments to which they are entitled under said Act and eighty per cent (80%) of their regular pay at their straight time hourly rate stipulated in Schedule "A" of this Agreement for absence on their regular work days.
- B. Payment hereunder shall be limited to two hundred seventy (270) working hours in any one year of the first three (3) years of continuous employment and shall also be limited to the period of time for which payments are made to the employee for total temporary disability as provided by the Illinois Workmen's Compensation Act. After three (3) years of continuous employment, payments shall continue as long as payments are made to the employee for total temporary disability, as provided by the Illinois Workmen's Compensation Act.
- C. In no case will an employee be entitled to more than their basic take-home pay, that being their two-week wage at straight time minus legally required deductions, during the period of total temporary disability from work.
- D. An employee shall receive full pay for the first three (3) days of an absence due to an occupational injury.

### Section 12.02 Termination of Payments

Necessity for loss of time, the date of return to work, and the termination of the employee's right to payments hereunder by the Company shall be determined by the Company in accordance with its established practices. However, any claim of deviation in established practices will be subject to the provisions of Article 4.

### Section 12.03 Exclusion of Payments

No pay will be allowed hereunder for absence due to injury resulting from alcoholism or narcotics.

Section 12.04 Full Day Allowed in Case of Accident

Whenever an employee is unable to finish a day's work because of injury received in the line of duty, they will receive eight hours pay for that day.

Section 12.05 Employees Injured While Working on Overtime Days

When an employee is injured in line of duty when working on one of their overtime days, they shall be paid for the amount of time they might have expected to work on the overtime assignment up to a maximum of eight hours at the appropriate premium rate of pay.

**ARTICLE 13  
OTHER PROVISIONS**

Section 13.01 Continuation of Benefit Plan

A. Health and Welfare

Employees will participate in the Family Medical Care Plan 16 ("FMCP Plan") for medical, prescription drug, dental, and vision coverage under the following conditions:

1. The Company will subsidize each enrolled employee's premium at monthly amounts set forth below with payment made directly by the Company to the FMCP Plan Trustee on a monthly/payroll basis. The employee will be responsible for payment of the remainder of the FMCP Plan premium through payroll deduction.

<b>Coverage</b>	<b>2022 Subsidy (includes medical, dental and vision)</b>
<b>EE Only</b>	\$721.92
<b>EE + Spouse</b>	\$1,371.10
<b>EE + Child(ren)</b>	\$1,282.14
<b>EE + Family</b>	\$1,904.27

The Company agrees to accept up to a maximum increase of 3.5% in 2023, 3.5% in 2024, and 3.5% in 2025 to the medical, dental, and vision subsidy dollar amounts listed above in relation to increases in the full FMCP premiums for Plan 16 for each respective year. Any unused portion of the maximum increase each year can roll over to the subsequent year; however, the total increase percentage cannot exceed 10.5% over the life of this agreement. To be clear, the company will only increase its subsidy to the extent there is an increase to the total FMCP premium, and the company's annual percentage increase will not exceed the percentage increase to the total FMCP premium for that year.

2. The Company or any affiliate will not be the FMCP Plan Administrator, Sponsor, Trustee, or Fiduciary.
3. The FMCP Plan will certify to the Company annually by October 1 that it remains compliant with the Affordable Care Act (ACA).
4. The Company will not be responsible for any excise tax or other penalty assessed against the FMCP Plan or its participants.
5. The employees, whether enrolled in the FMCP Plan or not, will be eligible to participate in the Vistra Employee Assistance Program.

The Company will provide and administer a Flexible Spending Account (FSA) for all Employees that choose to participate. All FSA's must be set up during the Annual Benefit Enrollment period.

The company agrees that effective January 1, 2023, employees will be eligible to participate in the basic life and AD&D insurance benefits available under the Vistra Health & Welfare Plan, subject to the terms and conditions of the Plan.

The Company will continue to provide and administer the Long Term Disability (LTD) Program.

This offer does not include any participation or benefit from any or all of the following Vistra programs:

1. Hospital Indemnity Program
2. Business Travel Accident Insurance Program
3. Any other health or welfare benefit not specifically provided for in this Agreement

Payroll deduction processing, in support of providing the Employee's contribution portion of the FMCP premium, will be checked off the pay only on the separate written order of the individual employee, subject to revocation by them at any time by means of a separate written order. The Company will notify the Union of the receipt of any such notice of revocation.

The Company reserves the right to audit the FMCP coverage, premiums and process associated with support of the Newton Local 702 employees.

B. Qualified Plans: Effective January 1, 2016, the Company will provide benefits to employees under the Dynegy Pension Plan and the Vistra Energy Thrift Plan as follows:

1. Retirement Plan –The Company will provide employees the benefits set forth in the Dynegy Pension Plan except with a minimum interest crediting treasury rate of 4.5%.
2. 401(k) Plan – The Company will provide employees the benefits provided to non-represented employees as set forth in the Vistra Energy Thrift Plan Summary Plan Description with a 5% Company match.

C. Retiree Health and Welfare Plan: Effective July 1, 2015, the Company will no longer provide post-retirement benefits as set forth in the Dynegy Retiree Health and Welfare Plan Summary Plan Description to current, active employees.

The Company will subsidize, on a one time basis, a \$1,000,000 funding to the Southern Illinois Electrical Retiree Welfare Plan for funding of Newton Power Plant, Local 702 Employees Retiree Medical benefits.

The Union will provide to the Company, on an annual basis, verification that all funds provided, plus interest accumulated, are used exclusively for the funding of the Newton Power Plant, Local 702 Employees' Retiree Medical Benefits.

The Union agrees that acceptance of this funding alleviates the Company of any and all future obligations, responsibilities and additional requests associated with providing benefits or funding for Retiree Medical and Life Insurance benefits.

The Union will be responsible for managing and administrating all aspects of the Southern Illinois Electrical Retiree Welfare Plan and the FMCP Plan 16.

The parties agree to a mandatory after-tax employee contribution of 2% of gross wages (straight time and overtime) to be directly transmitted by the Company to the Retiree Welfare Plan by the 15<sup>th</sup> day of the month following the month the contributions are due. The parties agree that bargaining unit employees who are currently eligible for retiree medical benefits through Ameren will not participate in the Southern Illinois Electrical Retiree Welfare Plan, and accordingly, will not be subject of the mandatory after-tax 2% employee contribution. The parties have agreed to a list of bargaining unit employees who are covered by this exclusion.

D. Personal Protective Equipment (PPE) Policy: Effective January 1, 2023, the Company will provide the following PPE benefits:



1. Safety Shoes – Maximum of \$200 every one year.
2. Safety Glasses – Maximum of \$ 300 every one year.

Reimbursement shall be verified with a receipt of purchase(s), and through a process agreed to between the parties.

This benefit is renewed on January 1<sup>st</sup> of each calendar year, and employees shall not be allowed to carry over unused money into any new calendar year.

- E. Except as set forth above and where applicable, the Company shall select the underwriter, manager, trustee, administrator and/or other parties involved with the implementation and administration and/or other parties as appropriate to implement and administer each of the above plans and related funding vehicles, and may, as it deems necessary, change those parties for each plan during the term of this Agreement. The Company agrees to bargain with the Union on the benefits provided by the above plans. It is understood that said plans are the result of contractual relationships with outside parties and that they have a system-wide application. Continuation of the benefits under said plans indefinitely may therefore be beyond the control of the Company. It is understood, however, that the Union may file a grievance concerning the removal of the carrier in the event it believes that said carrier is not performing with respect to processing the claims in accordance with industry standards or not paying the benefits provided by the plans.
- F. If the Pension Plan is found to be out of compliance with the law, the Company and the Union agree to open negotiations for the pension plan only.

#### Section 13.02 Notification Procedure

- A. Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under certified mail addressed to the employee's last known address.
- B. All employees covered by this Agreement, as a condition of employment, must have a telephone in their residence and shall register their telephone number with the Plant Manager's office.

#### Section 13.03 Supervisors Doing Work

Supervisory or salaried employees shall be permitted to continue to perform work, including the use of any equipment, as has been practiced in the past. Supervisory or salaried employees shall not unreasonably infringe upon the right of the bargaining unit to do the work it would normally have assigned to it in the past.

#### Section 13.04 Assignment of Work Not Covered Under Labor Agreement

Bargaining unit employees may be offered and/or assigned work outside of the classifications of work covered by this Agreement, either on straight time or overtime, with the understanding that the Union will not claim any such work in the future to be bargaining unit work.

#### Section 13.05 Employees Working Outside of Normal Headquarters

The Company shall pay all reasonable travel expenses and meal expenses when employees are working outside of their normal headquarters.

#### Section 13.06 Use of Personal Vehicle

Employees using their personal vehicle for Company business, unless otherwise agreed to, will be reimbursed in the amount allowed by the Internal Revenue Service.

#### Section 13.07 Fitness for Duty and Random Drug Testing

A. All employees who are part of the bargaining unit are subject to fitness for duty testing as agreed to by the parties, as described below.

Fitness for duty testing may be required if there is a reasonable suspicion of the employee being under the influence of alcohol or drugs. In addition, employees are automatically subject to reasonable cause drug and alcohol testing if any of the following conditions occur or exist:

1. Accidents requiring medical attention or resulting in damage to Company property
2. Excessive tardiness
3. All employees will be required to pass a drug test administered by a Company approved facility if off work for over thirty (30) calendar days.

B. In addition to fitness for duty testing identified above, all employees will be included within the Random Drug Testing program under the applicable provisions of the Vistra Energy Substance Abuse Policy and the Supervisor's Guidelines in existence at the time of the execution of this Agreement and unless contradicted herein.

The following represents the discipline procedures when an employee has a positive (failed) drug/alcohol related fitness for duty test or random drug test.

I. Voluntary participation which requires inpatient/outpatient rehabilitation will be permitted twice during an employee's career without any suspension or disciplinary action being taken against the employee. Such voluntary participation must be requested by the employee prior to notification by management of a reasonable for cause or random test. Sick pay benefits will be paid in accordance with this Agreement and medical expenses will be paid in accordance with the Company's Group Medical Plan.

II. An employee who involuntarily or randomly tests positive the first time will be placed on an unpaid 10-workday suspension. If medically approved and the necessary remedial treatment as recommended by the EAP personnel is adhered to by the employee, the employee will be placed on leave following the unpaid suspension. Remedial treatment by the employee must begin immediately, or as approved by the EAP personnel. Medical expenses associated with the rehabilitation will be in accordance with the Company's Group Medical Plan. Refusal to take the reasonable recommended remedial measures whether inpatient or outpatient, or failure to complete the prescribed program, may result in disciplinary action, up to and including discharge.

In the event an employee receives treatment from a qualified inpatient treatment facility under the circumstances described in Item No. 1 or Item No. 2 above, the Company will pay up to 20 consecutive work days at straight time pay while the employee is on leave receiving such treatment. Regardless of the number of times an employee takes leave to participate in such treatment, the sum total of the number of work days paid under this Item No. 3 will not exceed 20.

III. An employee who involuntarily or randomly tests positive once, goes through treatment, and then later comes forth voluntarily as referred to in Item No. I above, will be placed on leave during the voluntary approved rehabilitation and will receive medical coverage for such rehabilitation in accordance with the Company's Group Medical Plan.

IV. With the exception of two involuntary or random positive tests where the employee is terminated on the second positive test, employees will be terminated upon confirmation of a third positive test result regardless of whether voluntary, involuntary, or random.

V. Upon return to work from an inpatient or outpatient rehabilitation program, the employee will be subject to a 30-month follow-up drug testing program at the discretion of the Company. A positive (failed) test for drug use during the 30-month follow-up period will result in the employee's immediate termination of employment.

VI. If an employee refuses to submit to a fitness for duty or random test, such refusal will be deemed a positive (failed) test result and the employee will be subject to either an unpaid 10-workday suspension if it is their first positive test or termination of employment if it is their second positive test.

VII. An individual who is involuntarily relieved of duty solely because of a fitness for duty or random test will be paid for time away from scheduled work if the test results are negative.

Positive testing levels for drugs will be as outlined in the Federal Department of Transportation Drug Testing Regulations. A positive testing level for alcohol will be 0.04% or greater.

Section 13.08 Smoking Policy

The No Smoking Policy as presented to the Union on June 26, 1989.

Section 13.09 Concurrent Benefits

An employee cannot be compensated for two (2) paid absence benefits concurrently, other than provided for in Section 7.05 A

Section 13.10 Discipline

Employees will be subject to the Vistra discipline policy, the terms of which, as applied to employees covered under this Agreement, cannot be modified during the term of this Agreement without the mutual consent of the Union and the Company.

Discipline issued pursuant to the policy is subject to the grievance procedure set forth in this Agreement.

**ARTICLE 14  
CLASSIFICATION OF EMPLOYEES AND  
RATES OF PAY-SCHEDULE "A"**

Section 14.01

Classification and rates of pay shall be as set forth in Schedule "A" attached to and made a part of this Agreement. Pay days shall be at bi-weekly intervals as presently in effect, except that the Friday holiday after the Thanksgiving day holiday will be pay day for employees falling in that pay cycle, and pay shall be distributed by electronic direct deposit.

Insufficient fund charges incurred by an employee as a result of the Company's failure to have the pay at the employee's banking facility will be reimbursed to the employee by the Company

The Company agrees to respond as quickly as possible to an employee's request concerning the changing of an account number.

When technology becomes available to process employees' expense account reimbursements via the payroll system, these payments will be paid through the normal payroll process on a pay date following the submission of the expense reimbursement request.

**SCHEDULE "A"  
CLASSIFICATION OF EMPLOYEES  
AND RATES OF PAY  
NEWTON POWER PLANT OFFICE CLERICAL**

	Occ. Code	Wage Rate Per Hour Effective 07/01/2022 3.50% GWI	Wage Rate Per Hour Effective 07/01/2023 3.50% GWI	Wage Rate Per Hour Effective 07/01/2024 3.50% GWI
Records Clerk	SA1805	\$29.19	\$30.21	\$31.27
1 <sup>st</sup> 6 months	SA1806	\$23.33	\$24.15	\$25.00
2 <sup>nd</sup> 6 months	SA1807	\$24.81	\$25.68	\$26.58
3 <sup>rd</sup> 6 months	SA1808	\$26.27	\$27.19	\$28.15
4 <sup>th</sup> 6 months	SA1809	\$27.72	\$28.69	\$29.69

New employees hired for the position of Records Clerk will progress to the full rate of the job as follows:

- 1<sup>st</sup> 6 months
- 2<sup>nd</sup> 6 months
- 3<sup>rd</sup> 6 months
- 4<sup>th</sup> 6 months

**Section 14.02**

When an employee works a higher paying job they shall be paid the higher rate of pay for the actual hours worked on said job.

**Section 14.03**

- A. An employee working outside normal working schedule between the hours of 11:00 P.M. and 7:00 A.M. shall be entitled to a shift differential of \$0.85 per hour. An employee working between the hours of 3:00 P.M. and 11:00 P.M. shall be entitled to a shift differential of \$0.80 per hour.
- B. When an employee receives pay at the rate of time and one half or double time, the shift differential applicable to the hours of the shift on which the work is being performed shall be increased accordingly.

#### Section 14.04 Severance Plan

An employee whose job is eliminated is entitled to the following severance plan.

- A. An employee with 1 to 5 full years of service shall be paid a lump sum severance payment equal to 8% of the employee's base pay. An employee with 5 or more full years of service shall be paid a lump sum severance payment equal to 50% of the employee's base pay plus 2% of the employee's base pay for each full year of service;
- B. Continuation of medical insurance at existing insurance and contribution levels for employee/family for a period equal to the shorter of 18 months or until the employee obtains insurance coverage under another employer's insurance plan.
- C. At the discretion of the employee, tuition reimbursement including books and laboratory fees at any accredited Illinois college, vocational or technical school trade school, or other similar program attended by the employee within two years of the employee's severance, up to a total maximum reimbursement of \$3,000.
- D. When the Company identifies a location where a reduction of employees is to be made, it will accept volunteers for the Severance Plan. Volunteers will be accepted only at that location, only in the classification where the reductions will be made and only in a number equal to the number of employees being reduced. If more than one employee volunteers, seniority shall prevail in the selection of the volunteer.
- E. Any employee electing to take the Severance Package is required to sign a Separation Agreement and General Release.
- F. Any employee electing to take the Severance Package is required to sign a letter indicating they are terminating their employment without recall rights.
- G. Employees terminated for just cause are not eligible for the severance plan.

## **SIDE AGREEMENTS**

The following Letters of Agreement are considered part of the Newton Energy Center Office Clerical Unit Operating Labor Agreement.

1. Ameren Services
2. Merger Agreement Language
3. Filling of Temporary Vacancies.
4. Sale or Other Transfer of AEG Operation
5. Benefit Plans – prior to 8-14-07 – Refer to Supplemental Cash Balance Pension Design Agreement dated 01-01-12

July 1, 1997

Mr. Ed Phillips  
Business Representative  
Local Union 702 - IBEW  
Route 2, Box 191  
Charleston, IL 61920

Dear Ed:

The Company and Local Union 702 have agreed to incorporate the attached language concerning the possible transfer of AEG employees to Ameren Services in the agreement section of the Newton Power Station Office Clerical Operating Labor Agreement effective July 1, 1997.

The language was agreed to by the Union based upon the following assurances from the Company.

1. AEG will not, nor does it believe it has the legal right to (without the Union's agreement), utilize transfers between AEG and Ameren Services to create now or in the future separate units of employees made up of such transferred employees from AEG alone or combined with transferees from Union Electric.
2. AEG agrees it will not use the attached agreement to argue that the Union has somehow waived its rights to challenge any attempt by AEG to change the scope of any of the current bargaining units represented by IBEW Local 702.

Very truly yours,  
C. M. Baughman  
Manager, Industrial Relations

CMB/plf



The following is agreed to as a result of the merger between Union Electric Company and CIPS:

1. Ameren Services, hereinafter referred to as "Ameren," shall be included as party to the Labor Agreements with Local Union 702 and Central Illinois Public Service Company hereinafter referred to as "the Operating Company".
2. Local 702 represented employees working in job classifications which are transferred to Ameren will become employees of Ameren on the effective date of the merger or on a date specified in the future.
3. If any Local 702 represented employees are transferred to Ameren, the parties agree that all the terms and conditions of employment to which the employees would be entitled under the Newton Power Station Office Clerical Agreement in effect between the Operating Company and Local 702 will continue to apply to them as it did when they were employed by the Operating Company. As to seniority, any seniority rights which the transferred employee accrued as an employee of the Operating Company shall continue to accrue and apply at both Ameren and the Operating Company. For example, the employee will maintain and continue to accrue seniority for purposes of bidding, layoff, bumping, recall, vacations and the like at both Ameren and the Operating Company. The employees' seniority rights would be no greater than exists under their respective labor agreements.

July 1, 1997

Mr. Ed Phillips  
Business Representative  
Local Union 702-IBEW  
Route 2, Box 191  
Charleston, IL 61920

Dear Ed:

The Company agrees to adopt the following procedure with respect to training and the filling of temporary vacancies within the office clerical unit at the Newton Power Station. The decision of whether to assign relief for any job is at the discretion of the Company.

- Employees holding the classification of Records Clerk will be trained to provide relief in all jobs.

In addition to applying to the employees in the bargaining unit on the effective date of this agreement, the Company will apply the same procedure to anyone filling the Records Clerk job in the future. If the Company should add additional jobs and/or classifications in the future, any procedure with respect to training for relief purposes will be discussed with the Union.

This procedure provides that a bargaining unit employee will have the first opportunity to provide relief for any of the jobs covered under this Agreement. However, if a situation develops where two of the office employees are absent at the same time, the Company reserves the right to assign a non-bargaining unit employee to perform work in any classification of employees covered by this Agreement.

Before assigning a non-bargaining unit employee to perform bargaining unit work, however, every attempt will be made to upgrade the remaining bargaining unit employees.

No additional training for any non-bargaining unit employee will be provided in any job other than Payroll.

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations July 1, 1997

Mr. Ed Phillips  
Business Representative  
Local Union 702- IBEW  
R. R. 2, Box 191  
Charleston, IL 61920

RE: Sale or Other Transfer of AEG Operation

Dear Ed:

If AEG should sell, assign or otherwise transfer its operation to any other entity, then AEG agrees to require the successor, as part of the underlying sales agreement with the successor, to adopt this Collective Bargaining Agreement, including this Letter of Understanding. In addition, immediately after consummation of the underlying transaction, AEG will notify the Union of the transaction and furnish a copy of the portion of the underlying document confirming acceptance of the Collective Bargaining Agreement, in accord with the conditions set forth below, by the Successor. However, it is acknowledged that:

1. Certain provisions of this Collective Bargaining Agreement other than wages and fringes may be impossible for the successor to adhere to. In such case, the successor will be obligated to bargain with the Union in order to as closely approximate the intent of the Collective Bargaining Agreement as possible. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.

2. The successor may not be able, because of cost concerns or availability reasons, to provide identical fringe benefits to those provided for in this Collective Bargaining Agreement. In that event: (1) the successor will be obligated to bargain with the Union in order to attempt to provide a wage/benefit package which as closely as possible approximates the package provided for in the Collective Bargaining Agreement without increasing the successor's costs beyond that borne by AEG under this Collective Bargaining Agreement; and (2) in no event, absent the agreement of the Union, will the wage/fringe benefit package provided cost the successor less than the cost to AEG under this Collective Bargaining Agreement. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.

3. If a dispute should arise as to either the interpretation or application of 1 or 2, such dispute shall be resolved by the successor and Union by submission of the dispute to the grievance and arbitration procedure provided for in this Collective Bargaining Agreement on an expedited basis. The arbitrator's decision shall be final and binding.

4. Upon the signing of an agreement between AEG and a successor meeting the above stated requirements, AEG shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.

5. Any transfer of employees and related operations between AEG and Ameren will be governed by the AEG/Ameren employee transfer agreement, rather than Ameren being considered a successor.

Please sign one copy of this letter indicating your agreement and return to me for my files.

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB/plf

---

Ed Phillips  
Business Representative  
Local Union 702 - IBEW

November 1, 2003

Daniel Miller  
Business Representative  
Local Union 702 - IBEW  
R. R. 1, Box 188  
810 W. Quincy  
Griggsville, IL 62340

Ed Phillips  
Business Representative  
Local Union 702 - IBEW  
8545 Country Club Road  
Charleston, IL 61920

Gentlemen:

This letter confirms the agreement reached for the July 1, 2003 – June 30, 2007 Operating Labor Agreements for the Newton Power Station Office Clerical Unit regarding the Medical Plan, the Retirement Income Plan and the Long-Term Savings (401-k) Plan.

1. Medical Plan:

Per the agreement reached between Ameren and the Joint Bargaining Committee on July 9, 2003.

2. Retirement Income Plan:

In addition to the current formula, Ameren will provide a \$5.00 per month increase to the pension benefit for each full year of pension accredited service for vested employees terminating employment on or after July 1, 2003.

In the case of a vested employee terminating employment prior to his or her early retirement date, this increase will be subject to reductions for early retirement and/or survivor benefit options.

In the case of a vested employee who retires directly from the Company on or after his or her early retirement date, this increase will not be subject to reductions for survivor benefit options or early retirement.

For purposes of calculating the benefit payable to survivors, with regard to the \$5.00 per month pension increase noted above, payments will be calculated in accordance with the elections made by the employee (for example 50% of the retiree's \$5.00 benefit will be paid to the survivor if the 50% option was elected).

In accord with the provisions of the July 1, 1999 Labor Agreement, the following is applicable for the July 1, 2003 Labor Agreement.

- A. Effective July 1, 1999, the reduction penalty for early retirement from age sixty (60) to age fifty-nine (59) will be 0.25% per month.
- B. Employees who retire on or after January 1, 2000, may elect a 50%, 75% or 100% joint and survivor option (spouse only) or a 50% joint and survivor option (non-spouse).
- C. Effective July 1, 1999, the Plan will be amended to change the participating provisions for full time regular employees from age twenty-one (21) and one (1) year of service to the first of the month following or coinciding with the date of employment.

Active employees represented by IBEW Local Union 702, as of 6/30/99 will be granted credit for their applicable service prior to age twenty-one (21) and one (1) year of service.

### 3. Long-Term Savings (401-k) Plan

The Company will take the necessary action, as soon as is practicable following the ratification of the Labor Agreement, to change the Savings Investment Plan for Local 702 bargaining unit employees at Ameren Energy Generating Company, to allow a contribution in the amount allowed by the Internal Revenue Service. (This does not mean the Company's match is increased.)

In accord with the provisions of the July 1, 1999 Labor Agreement, the following is applicable for the July 1, 2003 Labor Agreement.

The employee contributions to the Long Term Savings (401-K) Plan up to the first 6% will be matched by the Company at a rate of \$.25 for each \$1.00 contributed.

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

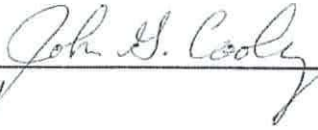
CMB:ejd

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives on 11-29-22

ILLINOIS POWER GENERATING COMPANY

By

John Cooley

A handwritten signature in cursive script that reads "John G. Cooley". The signature is written in black ink and is positioned above a horizontal line that spans the width of the signature area.

LOCAL UNION NO. 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By   
\_\_\_\_\_  
Steve Hughart  
Business Manager

By   
\_\_\_\_\_  
Jason Woolard  
Business Representative

RATIFIED BY THE MEMBERSHIP OF LOCAL UNION NO. 702 ON JUNE 14, 2022.

APPROVED BY INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
INTERNATIONAL OFFICE

By: \_\_\_\_\_  
President

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
2/13/2023  
  
Kenneth Cooper,  
International President  
  
This approval does not make the  
International a party to this agreement.