AGREEMENT

BETWEEN

AMEREN ILLINOIS COMPANY
AND
LOCAL UNIONS 309 AND 702
OF THE
INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL WORKERS



August 26, 2022 to June 30, 2026

Table of Contents

Labor Agreement	Page
Article I – Territory – Union Recognition	1
Article II- Grievance Procedure	2
Article III – Arbitration Procedure	3
Article IV- Management – Union Cooperation	4
Article V – Departments, Classifications, and Wages	5
Section 5.01 - Wages	5
Section 5.02 – New Job Classifications	12
Section 5.03 – Technological or Reorganizational change	12
Article VI- Miscellaneous Premiums Rates	12
Article VII – Hours of Work –	13
Article VIII – Overtime (other than for holiday work)	13
Article IX – Working Condition	15
Section 9.01 Line Department	15
Section 9.02 Substation Department	16
Section 9.03 Painting Steel Towers, Poles, and Supporting Structure	es 16
Section 9.04 Meter Department	16
Section 9.05 Meter Department	16
Section 9.06 Meal Provision – Training Agreement	16
Section 9.07 Absence Notification	19
Section 9.08 Out of area rest day rates (Substation Dept)	19
Section 9.09 Use of Personal Vehicles	19
Section 9.10 – Local 702 Gas Department Equipment Operators	19
Section 9.11 Systems Agreement	20
Oversight Committee	20
Multi-Skilled Crews	20
Alternative Reporting Location	21
Systems Response Strategy	22
Section I – Standardized Callout	22
Section II – Overtime Equalization	22
Section III - Emergency Customer Response	22
(A) Emergency Troubleman	22
(B) First Responder	23
(C) Continuous Operations	24
(D) Minimum Overtime Response Policy	24
Section IV – Strategy Effectiveness	26
Section V – Systems Coordination Foreman	26
Section 9.12 Construction Agreement	26
Temporary Vacancies on an existing Construction Crew	27
System Crews	27
General foreman	27
Job Site Reporting	28
Hours and Days of Work	28
Joint Construction Crews	28

Apprentices	29
Rates of pay	29
Seniority	29
Performance	29
Section 9.13 Garage Department	29
Article X – Safety Equipment	30
Article XI Paid Absence Time (Other Than Holidays)	31
Article XII Pay Day	32
Article XIII Vacation	32
Article XIV Holidays Rates of Pay for	34
Article XV Seniority General Promotions – Transfers Layoffs Recall	35
Section 15.01 General	35
Section 15.02 Promotions and Filling of Vacancies	37
Section 15.03 Transfers	39
Section 15.04 Lay Offs	40
Section 15.05 Recall	40
Article XVI Dues Deduction	41
Article XVII Term of Agreement	42
Signature page	43

Addendums Memorandums of Agreement Letters of Understanding Clarifications

AGREEMENT	PAGE
#1 - Flame Resistant Retardant Clothing	44
#2 - Employee Monitoring	45
#3 - Centralia Gas Storage Field Addendum (L.U. 702)	46
#4 - Gloving Program	47
#5 - Crew Sizing Agreement	52
#6 - Predictive Maintenance Electrician Agreement	54
#7 - Matrix	57
#8 - "Personal Day" Letter of Understanding	58
#9 - "Personal Day" Letter of Agreement and Administration	59
#10 - Vacation Scheduling (Personal Days)	60
#11 - Memorandum of Agreement 1981	61
#12 - Out of Area Overtime Letter of Understanding	62
#13 - Drug Testing Procedure	63
#14 - Jurisdiction Agreement – 2007	64
#15 - 2012 Division Jurisdiction Agreement	72
#16 - Driver's License – CDL	74
#17 - FR Clothing	79
#18 - Sick Leave Agreement	80
#19 - Absence Standard	82
#20 - Belleville Garage Shifts	85
#21 - Belleville Storeroom Shifts	86
#22 - Belleville Storeroom Shifts	87
#23 - Belleville Storeroom shifts	88
#24 - Electronic Tech Training Program	89
#25 - Network/Communications Technician (Telecom)	94
#26 - Groundman Pre-Apprentice	100
#27 - Gas Storage Field Operations	103
#28 - IBEW Systems Oversight Committee – Issues	106

LABOR AGREEMENT

Between

Ameren Illinois Company

and

LOCAL UNION NOS. 309 and 702 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (Affiliated with American Federation of Labor)

This agreement entered into the 26th day of August, 2022 between Ameren Illinois Company (formerly AmerenIP), hereinafter referred to as "Utility", and Local Unions 309 and 702, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with American Federation of Labor), hereinafter referred to as the "Brother-hood"; and the parties hereto contract and agree with each other as follows:

ARTICLE I - TERRITORY - UNION RECOGNITION

Section 1.01

- (a) This Agreement is to govern all work covered herein done by Utility in the following Service Areas: Hillsboro Service Area, Granite City Service Area, Belleville Service Area, Mt. Vernon Service Area and Sparta Service Area.
- (b) For seniority purposes only the term "Service Area" shall be defined as the geographical area currently covered by the headquarters as listed below:

Belleville Service Area - Belleville, Columbia, Trenton

Granite City Service Area - Collinsville, Edwardsville, Granite City, Maryville, Wood River Hillsboro Service Area - Hillsboro, Gillespie, Litchfield

Mt. Vernon Service Area - Centralia, Eldorado, Mt. Vernon, Nashville, Salem

Sparta Service Area - Sparta, DuQuoin, Chester Service Area includes Area Headquarters, District Headquarters and outlying LHO towns.

(Refer to the Jurisdictional Document dated November 14, 2007 and amended on 8-22-12 for exceptions to this section).

- Section 1.02 This Agreement shall not apply to supervisory, sales, clerical and office employees.
- Section 1.03 This Agreement will not prevent Utility from employing specialists from manufacturing concerns to do work of special nature on apparatus.
- Section 1.04 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the

thirty-first day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 1.05 Utility further agrees that when additional employees are required it will notify the Brotherhood so that it shall have an opportunity to supply candidates for such employment. Utility may employ any person qualified in its judgment whether a candidate furnished by the Brotherhood or any other person of its own selection.

Section 1.06 The Utility and the Brotherhood will continue to support their policies prohibiting discrimination or harassment against any employee in terms, tenure or conditions of employment or union membership because of race, color, sex, religion, creed, national origin, marital status, type of military discharge, physical or mental handicap, or age. Wherever in the agreement the term "his" appears in reference to an employee or the use of the word "man" in any title such as Lineman, it shall be deemed to include both male and female.

Section 1.07 It is the intent of the parties hereto that an entity which becomes a legal successor to the Company shall have the duty to bargain with the IBEW locals representing the Company's employees in the units covered herein to the extent consistent with requirements of the National Labor Relations Act. The Company will use best efforts to cause any entity that succeeds by sale, purchase, merger or any other such transaction to any area, divisions or business unit of the Company to agree to assume the Company's obligations under this Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

Section 2.01. In the event any differences shall arise during the term of this Agreement between the company and any employee or employees, hereunder, or between the Company and the Union, then such shall be settled in the following manner:

Step 1. The matter in dispute shall be presented to (Operations Supervisor, Electric Superintendent, Gas Superintendent, Division Manager or other appropriate Company representative) to whom the employee(s) involved are responsible. If not resolved, the matter in dispute shall be submitted in writing to the Company representative within fifteen (15) calendar days of the date upon which the difference is based first occurred or first becomes known to the employee(s). The Company representative shall respond in writing within ten (10) calendar days after a meeting is held to discuss the matter at this step. In the event the dispute is not settled at this step within the above time period, then Step 2 shall be followed. Grievances/disputes that are resolved or withdrawn at Step 1 shall be on a non-precedent setting basis and shall not be cited by either party.

Step 2. The matter in dispute shall be presented in writing to the appropriate Labor Relations Representative within ten (10) calendar days of the time stated for disposition in Step 1. In the event a mutually agreeable meeting date is not selected within fifteen (15) calendar days of the receipt of the letter, it may be moved to the next step by either party. An answer to the grievance shall be given in writing within ten (10) calendar days after the meeting is held at this step. In

the event the dispute is not settled at this step within the time period as stated above, then it shall be submitted to an Arbitration Board as provided in Article III, below.

ARTICLE III - ARBITRATION PROCEDURE

ARBITRATION BOARD

Section 3.01. The Four Man Arbitration Board shall consist of two (2) members appointed by the Union and two (2) members appointed by the Company. They shall meet to hear the facts of the dispute within thirty (30) calendar days of the receipt of notification of intent to invoke their services. Should this board be unable to reach a satisfactory resolution of the grievance within fifteen (15) calendar days of their meeting, the party seeking arbitration shall notify the other party within (15) calendar days of the time limits stated above of their intent to seek the services of a neutral arbitrator. The party requesting arbitration shall request a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Company and the Union shall then within fifteen (15) calendar days after receipt of the list of arbitrators from FMCS alternately strike one name from such list so that the remaining arbitrator shall be designated as the arbitrator. Only one panel of nine (9) arbitrators shall be requested unless both parties mutually request additional lists.

Section 3.02. The arbitrator shall be advised prior to hearing that a decision must be rendered within thirty (30) calendar days of receipt of briefs unless both parties agree to an extension. The arbitrator's decision shall be final and binding on all parties. In considering any dispute under this provision, the arbitrator shall have no authority to amend, delete from or add to this agreement.

Section 3.03. The Company and the Union shall bear the expenses of its own Board members, and the expenses and fees of the neutral arbitrator shall be shared equally. The total cost of any stenographic record and all transcripts thereof shall be paid by the party ordering same. Court reporters shall be requested to supply transcripts within ten (10) calendar days of the hearings and the parties shall request a briefing date no longer than thirty (30) calendar days after receipt of the transcript unless they shall mutually agree otherwise.

Section 3.04 In the event any of the foregoing time limits are not observed or extended by mutual agreement in writing, the difference shall be assumed to have been settled and the right to invoke Step 1 or any succeeding step, or arbitration, as the case may be, shall be deemed to have been waived. The parties will expedite discharge cases through the grievance procedure, where mutually agreeable. Unless mutually agreed otherwise, grievances with no significant activity by the Union for sixty (60) calendar days will be considered withdrawn. The Company and Union agree to meet, as needed, to discuss disputes that arise outside of the grievance process. If the Company fails to meet/respond in accordance with the time limits set forth in the labor agreement, as determined between the Business Manager and Company designee, the Company will pay the arbitrator's fees and expenses, if applicable.

ARTICLE IV - MANAGEMENT - UNION COOPERATION

Section 4.01 The parties agree that the public utility operations of Utility, upon which the employees covered in this agreement are to be engaged, are essential to the public welfare and recognize their obligations to furnish continuous public utility service. Accordingly, the parties agree not to perform any act which will result in the interruption of the public utility service to the public.

Section 4.02 Any provision of this Agreement found by either party to be in conflict with State or Federal statutes shall be suspended when such conflict occurs and such provision may immediately thereafter be reopened for amendment to remove such conflict.

Section 4.03 The Utility agrees that it will not contract any work which is ordinarily and customarily done by its regular employees, if as a result thereof, it would become necessary concurrently to lay off or to reduce the rate of pay to any employees on the active payroll who regularly perform such work. The word "concurrently" as referred to in this paragraph is defined as meaning within 6 months of the initial layoff.

Section 4.04 When not in conflict with the express terms of this agreement, established binding past practices shall continue in effect and may only be changed by mutual agreement of the parties.

ARTICLE V - DEPARTMENTS, CLASSIFICATIONS AND WAGES Section 5.01

LINE DEPARTMENT

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE3031	BD3031	Elec Sys Coordination Foreman	54.57	56.44	58.16	59.87
BE2782	BD2782	Electric Crew Leader	53.52	55.39	57.11	58.82
BE0946	BD0946	Troubleman	53.09	54.95	56.65	58.35
BE0458	BD0458	Lineman Handling Orders	51.02	52.81	54.45	56.08
BE2313	BD2313	Electric Emergency Troubleman	53.26	55.12	56.83	58.53
BE0439	BD0439	Lineman Journeyman	49.69	51.43	53.02	54.61
BE0077	BD0077	Apprentice Lineman 4th 9 mos	45.96	47.57	49.04	50.51
BE0076	BD0076	Apprentice Lineman 3rd 9 mos	43.48	45.00	46.39	47.78
BE0075	BD0075	Apprentice Lineman 2nd 9 mos	40.99	42.43	43.74	45.05
BE0074	BD0074	Apprentice Lineman 1st 9 mos	38.51	39.86	41.09	42.32
	BD0073	Groundman Pre-Apprentice	38.74	40.10	41.34	42.58
BE0398	BD0398	Groundman Truck Driver	38.01	39.34	40.56	41.78
BE0434	BD0434	Forestry Journeyman Leadman	35.51	36.75	37.89	39.03
BE0435	BD0435	Forestry Journeyman	33.57	34.74	35.82	36.89
	BD0307	Utility Worker	38.74	40.10	41.34	42.58

CONSTRUCTION – LINE

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE2312	BD2312	General Foreman	56.50	58.44	60.22	62.00
BE3032	BD3032	Elec Crew Leader-Construction	55.45	57.39	59.17	60.95
BE2315	BD2315	Lineman Journeyman - Const	52.26	54.09	55.77	57.44

NOTE: The 309/702 crew sizing agreement will be extended for the term of the new contract.

GAS DEPARTMENT

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE3037		Gas Sys Coord Foreman	49.65	51.35	52.91	54.47
BE3039		Gas Sys Coord Foreman Welder	51.24	53.03	54.67	56.31
BE2581		Gas Crew Leader	48.60	50.30	51.86	53.42
BE2582		Gas Crew Leader-Welder	49.72	51.46	53.06	54.65
BE2314		Gas Emergency Troubleman	45.36	46.95	48.41	49.86
BE2317		Gas Emergency Troubleman-Weldr	46.47	48.10	49.59	51.08
BE0690		* Gas Serviceman	43.83	45.36	46.77	48.17
BE0691		* Gas Serviceman-Welder	44.94	46.51	47.95	49.39
BE1256		Gas Apprentice 4th Step (95%)	41.64	43.09	44.43	45.76
BE1255		Gas Apprentice 3rd Step (92.5%)	40.54	41.96	43.26	44.56
BE1254		Gas Apprentice 2nd Step (89%)	39.01	40.37	41.63	42.87
BE1253		Gas Apprentice 1st Step (86.25%)	37.80	39.12	40.34	41.55
BE1260		Gas Apprentice 4th Step-Welder (95%)	42.69	44.18	45.55	46.92
BE1259		Gas Apprentice 3rd Step-Welder (92.5%)	41.57	43.02	44.35	45.69
BE1258		Gas Apprentice 2nd Step-Welder (89%)	40.00	41.39	42.68	43.96
BE1257		Gas Apprentice 1st Step - Welder (86.25%)	38.76	40.11	41.36	42.60
BE1933	BD1933	Gas Control Tech	54.49	56.40	58.15	59.89
BE1934	BD1934	Gas Control Tech 1st 9 mon	51.28	53.07	54.72	56.36
BE1935	BD1935	Gas Control Tech 2nd 9 mon	52.15	53.97	55.65	57.31
BE1936	BD1936	Gas Control Tech 3rd 9 mon	53.02	54.88	56.58	58.27
BE1937	BD1937	Gas Control Tech 4th 9 mon	53.78	55.67	57.39	59.11

GAS CONSTRUCTION

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE2319	BD2319	General Foreman Gas-Cons	51.66	53.43	55.05	56.67
BE2320		General Foreman Gas-Const - 75 WC	51.66	53.43	55.05	56.67
BE2321		Gas Crew Leader-Cons - 75 WC	50.61	52.38	54.00	55.62
BE3033	BD3033	Gas Crew Leader-Cons	50.61	52.38	54.00	55.62
BE2311	BD2311	Gas Fitter-Construction	45.70	47.30	48.77	50.23
BE2310		Gas Fitter-Construction-75 WC	45.70	47.30	48.77	50.23

GAS REGULATION DEPARTMENT

BE0548	Gas Regulator Crew Leader/Welder	51.12	52.91	54.55	56.19
BE0547	Gas Regulator Crew Leader	50.01	51.76	53.36	54.96
BE0687	Gas Regulator Repairman-Welder	49.72	51.46	53.06	54.65
BE0689	Gas Regulator Repairman	48.60	50.30	51.86	53.42
BE0680	Gas Regulator Repairman Apprentice - 1st Step	41.92	43.38	44.73	46.07
BE0681	Gas Regulator Repairman Apprentice - 2nd Step	43.25	44.77	46.16	47.54
BE0682	Gas Regulator Repairman Apprentice - 3rd Step	44.96	46.53	47.97	49.41
BE0683	Gas Regulator Repairman Apprentice - 4th Step	46.17	47.79	49.27	50.75

STORAGE FIELD

BE0358	General Foreman - Gas Storage	48.90	50.61	52.18	53.75
BE0359	General Foreman - Gas Storage (W)	50.00	51.75	53.35	54.95
BE0360	Gas Storage Field Operator	45.61	47.21	48.67	50.13
BE5942	Gas Storage Field Apprentice - Step 1	39.34	40.72	41.98	43.24
BE5943	Gas Storage Field Apprentice - Step 2	40.59	42.02	43.32	44.62
BE5944	Gas Storage Field Apprentice - Step 3	42.19	43.67	45.02	46.37
BE5945	Gas Storage Field Apprentice - Step 4	43.33	44.85	46.24	47.62

SUBSTATION DEPARTMENT

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE3034	BD3034	Substation Crew Leader	52.23	54.06	55.74	57.41
BE0700	BD0700	** Carrier Equipment Serviceman 1st yr	49.53	51.26	52.85	54.44
BE0700	BD0700	Carrier Equipment Serviceman 2nd yr	50.20	51.96	53.57	55.18
BE0700	BD0700	Carrier Equipment Serviceman 3rd yr	50.82	52.60	54.23	55.86
BE0700	BD0700	Carrier Equipment Serviceman 4th yr	51.77	53.58	55.24	56.90
BE0700	BD0700	Carrier Equipment Serviceman 5th year & after	52.23	54.06	55.74	57.41
BE0702	BD0702	** Relay Tester - Serviceman 1st yr	49.53	51.26	52.85	54.44
BE0702	BD0702	Relay Tester - Serviceman 2nd yr	50.20	51.96	53.57	55.18
BE0702	BD0702	Relay Tester - Serviceman 3rd yr	50.82	52.60	54.23	55.86
BE0702	BD0702	Relay Tester - Serviceman 4th yr	51.77	53.58	55.24	56.90
BE0702	BD0702	Relay Tester - Serviceman 5th yr and thereafter	52.23	54.06	55.74	57.41
BE0443	BD0443	Subst Electrician Journeyman	49.54	51.27	52.86	54.45
BE0726	BD0726	* Substation Electrician Interm	45.88	47.49	48.96	50.43
BE3403	BD3403	Substation General Foreman	53.28	55.11	56.79	58.46
BE3404	BD3404	Subst Elec Handling Orders	50.46	52.23	53.85	55.47
BE0102	BD0102	Substation Electrician 4th Step Appr	45.82	47.42	48.90	50.37
BE0101	BD0101	Substation Electrician 3rd Step Appr	43.51	45.03	46.43	47.82
BE0100	BD0100	Substation Electrician 2nd Step Appr	42.17	43.64	44.99	46.35
BE0099	BD0099	Substation Electrician 1st Step Appr	41.08	42.52	43.84	45.16
BE0399	BD0399	Groundman Truck Driver Lowboy	39.27	40.64	41.90	43.16

^{*} Apprentices who have either failed to pass Journeyman's examination or have not been assigned to Journeyman's work ** Applicable only to the Traveling Crews

SUBSTATION DEPARTMENT (Cont.)

		ALIVI (Cont.)				
Job Code	Job Code		7/21/22	7/1/23	7/1/24	7/1/25
(702)	(309)	Job Title	(4.5%)	(3.5%)	(3.1%)	(3.0%)
BE1241	BD1245	Substation Relay Tech 1st 9mo	51.36	53.16	54.80	56.45
BE1242	BD1246	Substation Relay Tech 2nd 9mo	52.23	54.06	55.74	57.41
BE1243	BD1247	Substation Relay Tech 3rd 9mo	53.11	54.96	56.67	58.37
BE1244	BD1248	Substation Relay Tech 4th 9mo	53.87	55.76	57.48	59.21
BE1245	BD1249	Substation Relay Technician	54.58	56.49	58.24	59.99
BE2944	BD2944	Predictive Maint Elec (Pilot)	52.23	54.06	55.74	57.41
BE1943	BD1943	Dist. Automation Tech	54.58	56.49	58.24	59.99
BE1947	BD1947	Dist Automation Tech4th 9 Months	53.87	55.76	57.48	59.21
BE1946	BD1946	Dist Automation Tech 3rd 9 Months	53.11	54.96	56.67	58.37
BE1945	BD1945	Dist Automation Tech 2nd 9 Months	52.23	54.06	55.74	57.41
BE1944	BD1944	Dist Automation Tech 1st 9 Months	51.36	53.16	54.80	56.45
BE4900	BD4900	Network Technician	55.16	57.09	58.86	60.63
BE3930	BD3930	Communications Technician	54.27	56.17	57.91	59.65
BE3940	BD3940	Communications Technician (Outlying)	54.49	56.40	58.15	59.89
BE3934	BD3934	Communications Tech 4th 6 mos	53.15	55.01	56.72	58.42
BE3933	BD3933	Communications Tech 3rd 6 mos	52.12	53.94	55.61	57.28
BE3932	BD3932	Communications Tech 2nd 6 mos	51.06	52.85	54.49	56.12
BE3931	BD3931	Communications Tech 1st 6 mos	50.00	51.75	53.35	54.95

METER DEPARTMENT

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE3035	BD3035	Meterman Crew Leader	50.32	52.08	53.69	55.30
BE3036	BD3036	Meterman Handling Orders	47.92	49.60	51.14	52.67
BE0441	BD0441	Journeyman Meterman	47.92	49.60	51.14	52.67
BE0518	BD0518	Apprentice Meterman 4th 9 Mos	45.04	46.62	48.07	49.51
BE0517	BD0517	Apprentice Meterman 3rd 9 Mos	44.09	45.63	47.05	48.46
BE0516	BD0516	Apprentice Meterman 2nd 9 Mos	42.65	44.14	45.51	46.88
BE0515	BD0515	Apprentice Meterman 1st 9 Mos	41.21	42.66	43.98	45.30
BE0508	BD0508	Meter Specialist	40.42	41.83	43.13	44.42
BE0502	BD0502	* Electric and Gas Meter Changer	40.31	41.72	43.01	44.30
BE0506	BD0506	Meter Reader	36.84	38.13	39.31	40.49
BE0506	BD0506	Meter Reader	35.00	36.22	37.34	38.47
BE0506	BD0506	Meter Reader	33.16	34.32	35.38	36.44
BE0506	BD0506	Meter Reader	31.31	32.41	33.41	34.42
BE0506	BD0506	Meter Reader	29.47	30.50	31.45	32.39

GARAGE DEPARTMENT

Job Code	Job Code		7/21/22	7/1/23	7/1/24	7/1/25
(702)	(309)	Job Title	(4.5%)	(3.5%)	(3.1%)	(3.0%)
BE0365	BD0365	Garage Technician Leadman	47.42	49.08	50.60	52.12
BE0500	BD0500	Garage Technician	42.64	44.13	45.50	46.87
	BD0501	Garage Technician - Floater	43.64	45.17	46.57	47.97
BE0414	BD0414	Garage Mechanic Helper	38.47	39.82	41.05	42.28
BE0125	BD0125	Garage Attendant	36.49	37.77	38.94	40.11

STORES DEPARTMENT

Job Code (702)	Job Code (309)	Job Title	7/21/22 (4.5%)	7/1/23 (3.5%)	7/1/24 (3.1%)	7/1/25 (3.0%)
BE0710	BD0710	Storehouseman Class A	38.61	39.96	41.20	42.44
BE0714	BD0714	Storehouseman	38.02	39.35	40.57	41.79

BUILDING SERVICES

Job Code	Job Code		7/21/22	7/1/23	7/1/24	7/1/25
(702)	(309)	Job Title	(4.5%)	(3.5%)	(3.1%)	(3.0%)
	BD2734	Building Service Electric Mechanic - 1st 6 mos	36.79	38.08	39.26	40.44
	BD2734	Building Service Electric Mechanic 2nd 6 mos	38.63	39.98	41.22	42.46
	BD2734	Building Service Electric Mechanic - 3rd 6 mos	40.45	41.87	43.17	44.47
	BD2734	Building Service Electric Mechanic - 4th 6 mos	42.29	43.77	45.13	46.48
	BD2734	Building Service Electric Mechanic - 5th 6 mos	44.14	45.68	47.10	48.51
	BD2735	Building Service Mechanic	45.98	47.59	49.07	50.54

Section 5.02

- (a) The Utility shall notify the Brotherhood at least thirty days prior to the institution by management of a new job classification, or of the substantial modification of the job content or duties of an existing classification.
- (b) Upon demand of the Brotherhood, the Utility shall negotiate during this period with the Brotherhood concerning all the impacts of any such projected change described in Section 5.02(a) upon the employees who will be affected.
- (c) The Utility has the right to proceed to make the projected change at the end of such negotiating period, whether or not agreement has been reached on any issues raised by the Brotherhood.
- (d) The Brotherhood has the right to process, under the dispute settlement provisions of the Agreement, including arbitration, any unresolved bargainable issues with respect to the employee impacts of the change.
- (e) The Brotherhood has the right to process under the dispute settlement provisions of the agreement, including arbitration, a claim by the Brotherhood that some modification of the job content or duties of an existing classification, which the Utility has considered insubstantial, is, in fact, substantial, and, if this contention is upheld in an arbitration proceeding to have considered and determined in the same proceeding, any bargainable issues with respect to the employee impacts of such change which the Brotherhood or Utility elects to submit for determination. The arbitrator shall, in such event, recess the arbitration proceeding for a reasonable time at the request of either party to permit the parties to attempt to resolve such issues by negotiation. It is understood by both the Utility and the Brotherhood that where the Brotherhood charges that successive insubstantial modifications of job content or duties have resulted in a substantial change, then this charge shall be subject to arbitration under this Section 5.02(e).

Section 5.03

- (a) The Utility shall notify the Brotherhood at least 30 days in advance of the institution by Utility of a technological or reorganizational change which will cause the layoff or reduction in classification of any employee. During the 30 day period, the Utility and Brotherhood shall negotiate upon any demand of the Brotherhood relating to the impact of the proposed change upon the employee who will be affected.
- (b) In the event agreement has not been reached during the 30 day period on any issue raised by the Union, then Utility will have the right to proceed with the proposed change. In such event, the Union will have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this agreement, those unresolved issues, if any, concerning the seniority status of affected employee, and concerning the preservation of rates of pay in the case of those employees who will be reduced in classification, but not laid off, but except as otherwise agreed, not any other issues.
- (c) Bargaining unit positions which are affected by technological change shall continue to remain within the bargaining unit to the extent that they can be clearly and distinctly recognized as positions which have been historically included within the scope of this unit.

ARTICLE VI - MISCELLANEOUS PREMIUM RATES

Section 6.01 Employees shall receive an additional \$.90 per hour for the shift commonly known as the P.M. shift and \$.90 per hour for the shift commonly known as the owl shift. Emergency Troubleman night shift premium is \$1.05/hr. All classifications presently receiving

shift premium while working any portion of their regularly assigned shift will be entitled to the shift premium for the entire shift.

Section 6.02 Employees who are regularly scheduled to work on a calendar Sunday shall be paid one and one-quarter (1½) of the basic hourly rates for their scheduled eight (8) hour tour of duty on that day. Other employees working on Sunday shall not receive the Sunday premium rate but shall be paid the applicable overtime rate.

Section 6.03 In each Class A Storeroom one employee shall be classified as Storehouseman Class A.

Section 6.04 Employees in the Gas (Construction group) Department who are qualified as "Class 1" welders will receive a premium of \$.75 per hour.

Employees in the Gas Department who bid into a multi-qualified welder position with the minimum SMAW qualification will receive a \$1.25 per hour wage premium. Once awarded the multi-qualified welder position, an employee must stay in the position for a minimum of two (2) years prior to bidding to another position unless agreed to by the Company.

ARTICLE VII - HOURS OF WORK

Section 7.01 All employees covered by this agreement shall receive full time employment (40 hours per week) provided they are ready and in condition to perform their work.

Section 7.02

- (a) Five (5) consecutive days shall constitute a work week on all jobs insofar as practical. Hours shall be from 7:00 A.M. to 3:00 P.M. Employees shall report to their headquarters at 7:00 A.M. and be returned to their headquarters at 3:00 P.M., their quitting time. The hours of work include a 30 minute lunch period to be taken at the employee's job site. In the event the employee cannot be released for his/her noon meal period before 1:30 pm he/she shall be paid thirty (30) minutes time at the applicable overtime rate. A shift adjustment which results in a third shift employee beginning at 11:00 p.m. on Sunday will not entitle that employee to a premium rate for the hour worked on Sunday.
- (b) For shift employees, hours shall be from 7 a.m. to 3 p.m.; from 3 p.m. to 11 p.m.; and from 11 p.m. to 7 a.m., except as may otherwise be arranged by agreement of the parties hereto. In reassigning employees to shifts, such reassignment shall be posted 48 hours in advance and wishes of individual employees shall be respected as far as practical.
- (c) Garage Technician shifts in Mt. Vernon and Marion will be Monday through Thursday, 2:00 P.M. to 10:00 P.M and Friday, 10:00 A.M. to 6:00 P.M. The Friday shift will not create a Leadman upgrade unless assigned duties require 2 or more Garage Technicians to complete. Garage attendant hours will be 11:30 p.m. to 7:30 a.m. unless otherwise mutually agreed.

ARTICLE VIII - OVERTIME (OTHER THAN FOR HOLIDAY WORK)

Section 8.01

a) All time worked in excess of regular hours or regular shifts, shall be paid for at the rate of time and one-half, and double time is to be paid for all overtime worked on Sunday.

- b) Employees called out to work after having been released from their regular day's work or called out on a non-scheduled work day shall receive a minimum of two (2) hours pay at the applicable overtime rates.
- c) Employees called out on their regular work days for work less than two (2) hours in advance of their regularly scheduled working hours shall receive a minimum of two (2) hours pay at the applicable overtime rates.
- d) Time for employees who are called out will start from the time they are called and end when they are released from duty.
- e) Prearranged 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 regularly scheduled work period following said prearranged overtime shall be paid for the applicable 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.
- f) Employees employed for less than two (2) hours on prearranged overtime work who do not perform a regular day's work before or after said prearranged overtime shall be allowed a minimum of two (2) hours pay at the applicable overtime rates. In addition, the two (2) hour minimum pay shall apply in those cases where prearranged overtime is scheduled and is canceled prior to reporting time.
- g) When an employee is called out after regular hours of work he/she shall receive not less than two (2) hours time at the applicable overtime rate. If an employee is called back more than once between two (2) consecutive scheduled work days his/her pay for such intermittent work shall not be less than two (2) hours at the applicable overtime rate or more than he/she would have received during any established eight (8) hour work period had he/she worked continuously for such period. For administration purposes employees whose work schedule provides 15 hours between two (2) consecutive scheduled work days the first seven (7) hours will be considered the first eight (8) hour period.
- h) When actual time worked in a 24 hour period exceeds 14 hours, the employee shall be entitled to an 8 hour continuous rest period when released. If the rest period extends into his/her regularly scheduled work day he/she shall lose no time thereby. During this 8 hour rest period, upon mutual agreement by the Company and employee, an employee may respond for emergency or routine work and will remain on double time until a continuous 8 hour rest period has been granted. The employee will return to work during a normal work day when the 8 hour continuous rest period has expired. Continuous work in excess of 13 hours or 14 non-consecutive hours in a 24-hour period shall be paid at double time. It is understood, unless instructed otherwise, employees will take an eight hour rest period when due.
- i) When an employee is required to climb a radio tower to perform work he/she shall be paid double time during this period with a minimum of two hours.
- j) It is agreed that in the case of shift workers the first day(s) off in the work week will be considered their Saturday and the last day off in the work week is to be considered their Sunday and if they are called to work on either of the said days off, they shall be paid the overtime rate specified for such days.
- k) Overtime shall be divided as equally and impartially as possible among the employees of all departments. All overtime shall be combined on one list for equalization purposes. The Company shall, at the end of each bi-weekly pay period, post a report of equivalent straight time hours on departmental bulletin boards, listing the overtime to date worked by each employee. Once the overtime list is established, it will rotate weekly with the person at the top going to the bottom and each person moving up. If the union/designee

requests the list be revised for any reason, it will be provided to the Company no later than the Wednesday prior to the week the list goes into effect on the next Monday morning.

ARTICLE IX - WORKING CONDITIONS

Section 9.01 <u>LINE DEPARTMENT</u>

- (a) A Crew Leader shall not be required to climb or do other Journeyman's work except in cases of emergency, as it would interfere with his properly looking after his work as Crew Leader and the safety of the men in his charge except in cases where the crew comprises not more than five (5) employees (including the Crew Leader) in which case in addition to having charge of the crew he shall perform work.
- (b) Troublemen shall be on duty for a period of eight consecutive hours and subject to call for three (3) additional hours, the period of duty and call shall be consecutive including a 30 minute lunch. The period of duty and call to be arranged satisfactorily with the department head.
- (c) Duties of the Troubleman shall include the restoration of service on lines and apparatus of the company, light and power circuits, telephone line instruments, switchboard communicating systems, lighting apparatus and repairing street lamps, appliances and other apparatus in the workrooms of the Company. In no case shall Troublemen be required to make installation or permanent repairs to inside lighting circuits or fixtures.
- (d) A relief Troubleman who substitutes for a regular Troubleman may be selected from a Journeyman in the Line Department and will work at the regular Troubleman's rate of pay.
- (e) All line trucks, other than service or trouble trucks which operate primarily as one-man trucks, shall be operated during normal work hours by a Journeyman Lineman or a Groundman Truck Driver, providing these classifications are available.

The Company agrees to make all reasonable efforts to re-assign available on duty employees to provide such classifications. In the event there are no Journeyman Lineman or Groundman Truck Drivers available, other classifications in the Line Department may be assigned to perform these duties. When a crew is called out on overtime a Groundman Truck Driver will be a part of that crew, if available. No more than one Groundman Truck Driver will be required per crew.

- (f) Control levers of hydraulically driven pole hole digging equipment, hydraulically driven line truck hoisting equipment, and any equipment or compressor used to bury cable or bust concrete shall normally be operated by a Journeyman Lineman. An apprentice lineman may operate said control levers on a training basis only. Digging control levers of mechanically driven pole hole digging equipment shall normally be operated by a Journeyman Lineman.
- (g) Utility, unless mutually agreed to, may employ not more than one apprentice lineman to each five Journeyman Lineman, one apprentice substation electrician to each three journeymen substation electricians, and one meterman apprentice to each two journeymen metermen where the services of apprentices may be required.
- (h) Apprentices accepted into a formal Apprentice Program who quit or who do not successfully complete the program for any reason, shall not be allowed re-entry until the position they occupied has been filled by another apprentice, and that apprentice "completes the program or three (3) years" whichever is longer. The Joint Committee will then determine if there are any special circumstances that would justify re-entry into the formal apprentice program. This provision applies to all formal apprentice programs.

Section 9.02 SUBSTATION DEPARTMENT

- (a) Any job requiring two or more Substation Electricians (one of whom may be an apprentice) shall have a Crew Leader who shall handle orders and be in authority.
- (b) Regular Substation Electricians shall have permanent headquarters and shall be reimbursed for actual expenses when away from headquarters.
- (c) Substation Electronic Technicians and Distribution Automation Technicians will utilize the apprentice program dated September 30, 2008.
- (d) Distribution Automation Technicians will be required to cross existing boundaries on a regular basis to cover their assigned territory.

Section 9.03 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 substation electricians, or apprentices of those classifications.

Section 9.04 METER DEPARTMENT

- (a) In those service areas where the Meter Department is comprised of two or more employees (excluding Meter Changers and Meter Readers) one employee shall be classified as Crew Leader. A new classification of Meterman Handling Orders will be established at the current Leadman's rate of pay for those Polyphase Meter Departments consisting of one (1) employee. (currently Kewanee and Jacksonville)
- (b) The Meter Changer classification in the Meter Department of Local Union 309 agrees, to the extent that Local 309 has the authority to agree, to perform, interchangeably with the Laborers of Local Union 397 and 12 Counties Southwest District and the Fitters of Local Union 101, all duties necessary to do the entire customer service function at Illinois Power.
- (c) Local Union 702 Electric and Gas Meter Changers shall install or remove, seal or reseal, lock or unlock, electric or gas meters on the customer's premises, inspect customer's premises for improper wiring, piping and improper registration of meters.

Section 9.05 STORES DEPARTMENT

- (a) Storehousemen referred to in this agreement are those employees in storerooms whose major duties involve handling materials, issuing materials to crews, and such similar duties. Their hours shall be arranged to fit the requirements of employees regularly requiring material.
- (b) Storehousemen may transport material between storerooms and may drive any vehicle which they are legally licensed to operate. Storehousemen will only be required to possess a Class D Driver's License.
- (c) The Unions agree to meet with the Company as needed to address Areas of concern regarding Stores issues.

Section 9.06 MEALS

- (a) Regular thirty minute meal periods and meal money for meals eaten shall be established commencing at 12:00 noon (\$20.00), 6:00 p.m. (\$35.00), 12:00 midnight (\$35.00), and 6:00 a.m. (\$15.00).
- (b) If an employee works during any portion of any of the above meal periods, except the noon meal period, he/she shall be provided a meal and allowed a thirty minute paid meal period. This provision does not apply to callouts of 2 hours or less except when such callouts extend into the scheduled workday. The Company shall not be required to furnish a noon meal on the employee's regular scheduled or prearranged workday except on callouts of more than one (1) hour or prearranged overtime of more than two (2) hours which continues into his

regular scheduled hours of work, then he shall be provided a noon meal. Additionally, an employee must work more than ten (10) continuous hours on a prearranged workday to earn a noon meal.

- (c) If an employee is required to work during his scheduled noon meal period on his regular scheduled or prearranged workday, he shall be paid the applicable overtime rate for actual time worked. A total of thirty (30) minutes without loss of pay will be allowed for his/her noon meal period. In the event the employee cannot be released for his/her noon meal period before 1:30 p.m. he/she shall be paid thirty (30) minutes time at the applicable overtime rate.
- (d) The reference "furnished" is intended to mean actual meal or meal money as outlined in (a) above.
- (e) A meal period is not considered as time worked for purposes of another meal. Should an employee be entitled to a meal(s) at the time of release; he shall have the option to go eat the meal before being released. Should he opt not to eat the meal he shall only be paid a thirty (30) minute meal period. Meal periods earned but not taken shall be paid for at the prevailing rate in effect at the time they are released, except as otherwise provided herein, and will be considered as time worked solely for purposes of administration of the rest period.
- (f) When employees are asked to perform emergency work outside of the Utilities property (mutual aid), the utility will provide transportation and either provide meals or reimburse to a reasonable amount for expenses actually incurred for meals. If the Company elects to utilize this provision when employees are asked to perform emergency work outside of the Service Area, it will also apply to the local employees involved in that emergency.
- (g) Anytime overnight lodging is required, the Company will provide it or reimburse to a reasonable amount for expenses actually incurred for lodging.
- (h) Employees whose regularly scheduled hours begin earlier than 7:00 a.m. or later than 8:00 a.m. will be entitled to a meal period 2 hours after the end of their regular hours and every 6 hours thereafter with their mid shift meal being considered the noon meal. Meal periods shall be adjusted to the work schedule accordingly.

(i) Major Storm Meals:

During instances when the Company institutes extended/storm work schedules, the following meal practices supersede all other contract provisions concerning meals described in the Labor Agreement. The meals will be as defined:

1. Breakfast

If the Company elects to furnish a breakfast meal, the meal will be suitable, hot and provided at the beginning of the day prior to any physical work being performed. Unless otherwise instructed, employees will be expected to eat the Company- provided breakfast and will be paid a maximum of thirty minutes to eat such meal.

2. Lunch

If the Company elects to furnish a lunch meal, it will be suitable and may be in the form of a box lunch. The meal shall be eaten at the job site or a Company designated location. Employees eating a box lunch or other Company-provided lunch at the job site will be allowed 30 minutes paid time to eat and will also be granted the dollar amount of the meal allowance as specified under the labor agreement.

3. Dinner

If the Company elects to furnish a dinner meal, it will be suitable and employees may choose to eat or not to eat the dinner provided by the Company.

- If the employee chooses to eat the dinner provided by the company, the employee will be paid actual travel time from the time of being released from the job to the location of the Company-provided dinner. In addition, the employee will be paid a reasonable time to eat the dinner meal, not to exceed one hour, and if needed, the actual travel time to Company-provided lodging.
- If the employee chooses not to eat the dinner provided by the Company, the employee will be paid actual travel time from the time of being released from the job to the location of the Company-provided lodging, 60 minutes for meal consumption, and also granted the dollar amount of the meal allowance as specified in the Labor Agreement.

Extended/storm work schedules are defined as the mobilization of Ameren or contractor resources normally assigned outside the affected service territory.

It is understood there will be circumstances where other arrangements to provide meals may be required.

If the Company does not elect to furnish a meal, employees will be paid a meal allowance in accord with the provisions of the Labor Agreement.

Employees will adhere to all special logistical arrangements of the host utility if working outside the Ameren service territory.

(j) TRAINING

Employees (trainees and trainers) who attend required training at an Ameren Training Center will do so under the following guidelines:

1. EXPENSES

- 1.1. Employees will be provided or reimbursed to a reasonable amount according to the terms of their respective contract for meals and lodging incurred while attending training.
- 1.2. Employees are expected to pay for legitimate business expenses whenever possible and will be required to provide an original receipt in order to be reimbursed for cash business expenditures.
- 1.3. A vehicle will be provided, however, employees who elect to use their personal vehicle for travel will be reimbursed at the current mileage rate.

2. TRAVEL

- 2.1. Employees who travel on the first and last day of training will do so on Company time. If it is necessary to travel outside of the hours of 8:00 a.m. to 4:15 p.m., the employee will be entitled to the appropriate overtime rate of pay.
- 2.2. Employees who receive permission to travel on the day prior to or after training will be provided with appropriate meals and lodging, but will travel on their own time.
- 2.3. Employees scheduled for consecutive training days will normally be expected to stay overnight and will be provided with appropriate meals and lodging.
- 2.4. Employees who are instructed by their supervisor or the training instructor to travel daily will be covered under section 2.1 (above).
- 2.5. Employees expected to stay overnight who request to travel daily, due to extenuating circumstances, will do so on their own time and at their own expense. These requests must be approved in advance by their supervisor. In the event that a

family emergency (serious illness, injury, or death) necessitates that the employee return home, travel time will be paid at the applicable rate.

3. HOURS OF WORK

- 3.1. Regardless of the employee's regular schedule, the schedule for training days will be Monday through Friday, 8:00 a.m. to 4:15 p.m. with thirty (30) minutes for lunch. Adjustments to this schedule may be made by the Training Center to accommodate special circumstances.
- 3.2. Employees will be provided lunch as close as practical to noon on training days, however it will be no earlier than 11:00 a.m. and no later than 1:00 p.m. Employees will not be entitled to overtime or meal money if the lunch period starts at other than noon.

4. OVERTIME

- 4.1. Minor amounts of time (report a little early or stay a little late) to accommodate training needs will not be eligible for overtime compensation. Employees will not be forced to do so and it is understood that this provision will not result in an employee exceeding forty (40) hours of straight time for that week.
- 4.2. To enhance the employee's training experience it is imperative that they be well-rested and alert. As a result, it is neither the desire nor the intent of the parties to have employees attend training at other than their straight time rate of pay. Therefore, employees will remove themselves from the overtime callout list prior to leaving work on their last regular work day, or remove themselves from an overtime assignment, for a consecutive period of eight (8) hours plus appropriate travel time prior to the starting time for training unless the Company declares an all-out emergency which requires that the employee be removed from training.
- 4.3. An employee held over past the regularly scheduled conclusion of training for safety reasons (hazardous weather such as road conditions, heavy rain, tornado warnings, etc.) will not be eligible for overtime during the delay. However, the Company will continue to cover business expenditures as outlined in Sections 1.1 and 2.1 (above) until such time as it is safe for the employee to travel.

Section 9.07 No employee covered by this agreement shall absent himself from duty without securing permission from his supervisor before so doing, and in case of illness shall use every effort to notify the supervisor in ample time before working hours.

Section 9.08 When substation employees are sent out of headquarters to work, they shall receive straight time pay for rest days arranged by Utility at the rate of eight hours in each twenty-four hours; otherwise, they shall be returned to their headquarters by quitting time at the end of their regular work week.

Section 9.09 Employees shall not be permitted to use their personal cars for Utility's business.

Section 9.10 Trucks, compressors and other equipment used on gas work covered by this Agreement, shall be operated by a qualified employee in the Gas Department who is a member of Local Union No. 702.

Section 9.11 SYSTEMS AGREEMENT

The Company and Unions have employed the Mutual Gains approach to collective bargaining during these negotiations. The recommendations contained herein are a result of cooperation and the desire of the parties to address each other's interests. In an effort to continue this spirit, the parties agree to establish an Oversight Committee as described below.

OVERSIGHT COMMITTEE

The Company and Unions agree to establish this committee to address issues that arise from the implementation of Alternative Reporting Location, Multi-Skilled Crews, and the Systems Response Strategy. In order for this committee to function as envisioned, the open exchange of information is required.

This committee will be comprised of one (1) representative from each Local (51, 309, 702 and 649) and four (4) representatives from the Company. This committee will meet as needed and have the authority to resolve problems. Any party to this agreement may request a meeting of this committee. Any recommended changes to these agreements are subject to acceptance by the Company and affected Locals. It is recommended that this committee be comprised of people who were directly involved in the negotiation of the agreements listed above. In the event that the Oversight Committee cannot resolve an issue, it will enter the grievance procedure at the Four-Man Board step. Alternative dispute resolution methods may be utilized if mutually agreeable to the parties involved.

MULTI-SKILLED CREWS

The Company and Unions agree that multi-skilled crews consisting of one qualified electric journeyman and one qualified gas distribution journeyman may be used to install residential underground electric and gas services where both utilities are being installed on the same property at the same time. The parties agree that they will assist each other in the expedient performance of work to the extent that it can be done safely. Employees working on multi-skilled crews will receive the basic training necessary to assist each other in performing the assigned work. The beginning point on electrical service work will be limited to pedestals and pad-mount transformers.

Electric and gas department journeymen will express their interest annually (posted for seven (7) days) in being assigned to these crews when needed. If no journeymen express interest in this work, the least senior journeymen in the appropriate department will be trained and assigned to this crew. By expressing interest or being assigned, the employee is committed to work on this crew as needed for one (1) year, unless he moves to another position or department which is not eligible for this work. Training and assignments will be made from this interest list based on department seniority.

Once assignments are made, they will remain in effect unless there is an absence or vacancy on the crew which the Company desires to fill. Assignments will last a minimum of five (5) consecutive work days, except that the five (5) day minimum does not apply to employees who fill in on this crew. A premium will be paid to employees working on multiskilled crews such that they will receive the equivalent of their respective Crew Leader's rate. This premium will apply to all hours paid from the start of the first day to the end of the last day of this assignment, with a minimum of five (5) days. When these crews encounter situations that require additional help, it will be provided.

This agreement may be modified to include work other than services if mutually agreed to by the Company and Union(s) involved. In those areas where the gas work is not entirely handled by the IBEW locals, this agreement is subject to concurrence by the appropriate gas unions. Upon conclusion of a two (2) year trial period, Local 702 may terminate their

participation in this agreement during the thirty (30) day window which immediately follows. If not cancelled at that time, this provision shall be null and void. Any issues that may arise will be addressed by the Oversight Committee.

ALTERNATIVE REPORTING LOCATION

Employees in the line, gas, and substation departments who are assigned to one-person vehicles may be assigned to work from an alternative reporting location, which will normally be their home. In those instances where it is not appropriate to park the Company vehicle at home, an acceptable alternate location will be established. Examples of acceptable locations include nearby Company owned property, nearby gas stations, or other mutually agreeable locations. These employees will report to their vehicle at the start of their regular hours and return to the same location at the end of their shift. The Company will supply the facilities needed to accommodate this assignment. The Company will be responsible for any damage to or property stolen from the Company vehicle provided the employee has taken appropriate security measures. The Company agrees to pay any additional costs of phone service associated with this assignment.

Employees will be expected to live within ten (10) minutes driving time of their assigned grid or have an alternative reporting location within the grid. Employees regularly assigned to one-person vehicles as of the date of this agreement will be grandfathered. That is, they will not be required to meet this residency requirement, but it is understood that these employees will not move to a location which is farther away from their grid than their current residence. In some cases, an employee may be required to report to their normal headquarters rather than to an alternative reporting location.

Outlying positions will be required to live within their assigned grid.

Initially, these employees will be assigned to the grid in which they reside. If more than one of these employees reside within the same grid, the senior employee will have the option of their grid of residence or an unoccupied grid. This process will continue until all employees residing within the grids have been assigned. Those employees who do not reside within any grid covered by their headquarters will be assigned to the nearest unoccupied grid after the above process is completed.

Any issues that may arise under this agreement will be addressed by the Oversight Committee.

Network/Communication Technicians may be assigned an alternate location – normally their home unless otherwise mutually agreed – as the location where they start and end their workday. Generally, they will leave from home to their first job in the morning, only visiting an operating center on an as-needed basis.

Posting for Network/Communication Technicians will include an assigned operating center. To be eligible for the position, the employee must live within thirty (30) road miles of the operating center to which the Network/Communication Technician position is assigned; or the employee must obtain qualifying residency within six (6) months of becoming the successful bidder.

When filling Network Technician position(s) the Company will consider all candidates who meet the requirements for the position. The Company will have sole discretion to select the most qualified individual for the position.

The Network Technician may be assigned anywhere outside their home Division within Ameren Illinois territory with no premium or restrictions.

SYSTEMS RESPONSE STRATEGY

The Company and Union recognize the importance of responding to the needs of our customers in a timely manner. In order to address this issue during overtime situations the following procedures are being established.

SECTION I. STANDARDIZED CALLOUT

All qualified employees will be listed on a departmental overtime callout list. The top person on this list will be called first for all overtime opportunities, after the first responder, until a new list takes effect except that calls of a specialized nature will continue to be assigned to the appropriate employee (Such as Regulatorman, Substation, Meter, etc.). An assignment that continues into overtime will be performed by the employee(s) already at the job site. Employees will be by-passed for callout overtime opportunities once their fourteen hour clock has expired unless no other employees are available. The fourteen hour clock begins when an employee begins work following a continuous eight or more hour break. Employees prearranged for overtime will not be excluded from callout overtime opportunities but must inform the Company as soon as possible if they are still working on the callout or are too exhausted to report for prearranged overtime due to working callout overtime.

SECTION II. OVERTIME EQUALIZATION

- A) A departmental overtime equalization list will be posted in each department on a weekly basis.
- B) Employees will not normally be contacted for overtime opportunities while on sick leave, Worker's Compensation, funeral leave, jury duty, or out of the area on Company or Union business. Employees will not normally be contacted for overtime opportunities while on vacation (includes the weekend before, after, and during a vacation period), unless they notify the Company that they wish to be eligible for overtime on the weekend before and/or after a specific vacation period. This includes individual vacation days. Employees under this provision who are called by mistake will not be charged.
- C) An employee who is by-passed for an overtime opportunity, except as permitted in this document or other legitimate reasons, will receive (2) hours at the applicable overtime rate. This provision will take effect after the automated calling system has been installed and sufficiently tested, and will be reviewed by the Oversight Committee one (1) year later unless mutually agreed otherwise. It is mutually agreed that if the automated calling system is not operational by June 1, 1996, the Oversight Committee will meet to address the situation.

SECTION III. EMERGENCY CUSTOMER RESPONSE

In recognition of their obligation to provide fast, assured response, the Company and Union agree that 24 hour coverage will be achieved by implementing the following options, in addition to the Standardized Callout procedure described above, according to Attachment A.

A) EMERGENCY TROUBLEMAN

The classifications of Electric Emergency Troubleman and Gas Emergency Troubleman will be established. These positions will be bid and will replace existing one-man trucks in some locations.

Bids will be filled in accordance with the respective Labor Agreements. Training will be provided where needed to ensure that the work is done safely and efficiently. Employees in these positions will normally be expected to handle all trouble calls.

Employees in this classification will be on duty for a period of eight (8) consecutive hours and subject to call for four (4) additional consecutive hours, the period of duty and on call shall be consecutive. The period of duty and on call will be determined by the Company. While on call, the employee will be required to meet the same obligations as a First Responder and will be provided an electronic communication device for use while on call, if requested. Shift premium of \$1.05 will apply for the night shift Emergency Troubleman. The period of duty may start no earlier than 6AM and no later than 4PM each day unless mutually agreed otherwise between the Company and Union. For LU 51, the work week shall be Monday through Friday or Tuesday through Saturday unless mutually agreed otherwise. Employees shall be off for lunch and available thirty (30) minutes of the said eight (8) hours. If an employee is unable to eat their lunch prior to being released for the day, they will receive thirty (30) minutes time at the applicable overtime rate (only applies to Emergency Troubleman). Contractual overtime meal periods will be adjusted, where necessary, to accommodate work hours. Employees in this classification are expected to either work or be on call on any holiday that falls within their regularly scheduled work week, but must notify the Company at least 72 hours prior to the holiday if they choose to be on call rather than on duty. Calendar week vacancies in the Emergency Troubleman classification will be filled provided they are known by management at least twenty-four (24) hours prior to the end of the last working day of the previous week.

B) FIRST RESPONDER

Qualified employees may be required to be on call during specific off hours. While on call, employees will be expected to carry an electronic communications device, be ready to respond, meet all legal requirements to be fit for duty, be able to arrive at the location of the emergency in one (1) hour or less, accept all overtime opportunities, and may be required to take a Company vehicle home. This employee will be the first contacted for overtime emergencies, except that calls of a specialized nature will continue to be assigned to the appropriate employee and employees designated as "outlying" will continue to be called first for problems in their respective territory. Calls to the First Responder will be attempted by phone first, then by electronic communications device. First Responders will normally be expected to handle all trouble calls associated with their department (Gas or electric). When a First Responder encounters a situation that requires additional help, it will be provided.

Opportunities to be the first responder will be offered according to the standardized callout list in effect at that time. Unless mutually agreed between the Company and the Union, apprentices will not fill the First Responder duty. If no employees accept the first responder opportunity, the least senior qualified employee will be required to accept. The next time no one accepts, the next least senior employee will be required to accept. This process will continue, as needed, until all qualified employees have been required to accept and then begin again.

If no Systems employee accepts the First Responder duty, outlying employees in the Centralia, Hillsboro (excluding Mt. Clare), Mt. Vernon, and Sparta (excluding DuQuoin) Areas may be offered the opportunity when deemed appropriate by the Company prior to forcing a Systems employee to accept. However, management may cease this practice if customer response times become unacceptable.

The First Responder will be called if regularly scheduled employee(s) on duty are insufficient to handle the situation. The period of on call and compensation will be as follows:

■ 3:00 p.m. Friday through 7:00 a.m. Monday (6 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:00 p.m. on Monday.

For areas that do not have Emergency Troubleman 24 hour coverage, the Company may elect to have a First Responder on call as follows:

■ 3:00 p.m. Monday through 7:00 a.m. Friday (2 hour at 1 ½ times their normal rate of pay each day, with a maximum of 8 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:00 p.m. on Friday.

The standardized callout list will only be used if there are insufficient on-duty and on-call employees.

If the first responder is unable to respond due to an emergency or situation beyond his control, he is to notify Management as soon as possible. If Management elects to replace the first responder for the remainder of the on call period, this opportunity will be offered as described above. An employee who is contacted outside of regular hours and accepts the remainder of the on call period (until the next regularly scheduled work day) agrees to make the necessary arrangements to obtain the vehicle and electronic communications device from the original First Responder and will receive two (2) hours pay at the applicable overtime rate. At the start of the next regularly scheduled work day, the procedure described above will be used to fill the remainder of the on call period. If the First Responder elects to relinquish any portion of the first responder duty coverage period for other non-emergency necessary reasons, he will make the appropriate arrangements as far in advance as possible. He will be responsible to find a replacement and make the appropriate notifications to ensure ARCOS is updated. This transition will not create any additional cost to the Company.

C) CONTINUOUS OPERATIONS

Nothing in this agreement shall alter the Company's ability to institute continuous operations in any department or location where that ability currently exists. Continuous operations may be instituted in other locations by mutual agreement of the parties.

D) MINIMUM CALLOUT OVERTIME RESPONSE POLICY

This Policy applies to anyone subject to emergency response.

Minimum Acceptance/Eligibility:

- 1. Employees are expected to accept and respond to as many opportunities as practical but at a minimum of 10% of the total callout overtime opportunities offered. Employees who take a truck home are expected to accept and respond to as many opportunities as practical but at a minimum of 15% of the total callout overtime opportunities offered.
- 2. Employees who fail to meet the requirements in number one (1) above during the review period will be required to accept a minimum of 20% (25% if they take a truck home) for future review periods until they reach compliance with the higher percentage.
- 3. Employees who have received a minimum of ten (10) callout overtime opportunities during the agreed-upon six (6) month review period will be held to the Minimum Callout Overtime Response Policy.

- 4. When employees are headquartered out of a specific department, emergency overtime request calls to the employees remaining in the department that are not accepted will not be counted in calculating the employee's acceptance rates. However, calls that are accepted will be counted toward the employee's acceptance rate.
- 5. Upon mutual agreement when the available pool of employees responding to emergency calls is drastically reduced the Company may suspend the minimum callout policy for the affected department(s) until the extenuating circumstances cease to exist.

Callout Opportunities:

- 1. A callout overtime opportunity is defined as any attempt by the Automated CallOut (ACO) system (or its successor system) or by supervision to offer the employee an opportunity to respond to an emergency situation. This does not include callout opportunities outside of the employee's respective callout list. Employees on vacation, sick leave, FMLA qualifying absences, personal leave of absence, restricted/limited duty, jury duty, out of area on Company or Union business, leave due to death in the family, mandatory rest periods, or on workers compensation leave will be exempted from callout only for the time period while these situations exist.
- 2. It is the responsibility of each employee covered hereunder to provide an effective contact number where they can be quickly reached for callout purposes. The employee is responsible for keeping their contact numbers up to date. Given the emergency nature of callouts, an employee accepting a callout is expected to promptly respond to the emergency.
- 3. ACO callout overtime reports will be posted weekly for employee review. Should discrepancies be noted on the posted callout report, it is the responsibility of the employee affected to bring these to the attention of their supervisor within two (2) weeks.

Compliance/Review Process:

- 1. The Minimum Overtime Callout Response Policy compliance review will take place on a six (6) month calendar basis; January through June and July through December.
- 2. Appropriate progressive discipline will be issued to those individuals who are not in compliance with this Policy under item one (1) and item two (2) under the Minimum Acceptance/Eligibility based on the specific circumstances. Employees who have worked 200 hours or more of actual total overtime over the six month review period are exempt from the discipline requirements of the Minimum Acceptance/Eligibility.
- 3. Employees who have complied with the escalated callout percentages in any six (6) month review period will revert back to the lower percentages.
- 4. Disciplinary steps will be reduced if an employee, at a minimum remains in compliance with this policy for twelve (12) months. Disciplinary steps will be reduced thereafter, for each additional six (6) months in compliance with the Policy.
- 5. The Company and Union will address recurring issues through the same Oversight Committee responsible for jurisdiction issues and take corrective action as necessary.

Off Property Assistance:

Employees who do not have a minimum overtime acceptance percentage of 35%, based on the six (6) month calendar review, will not be eligible for overtime outside of Ameren territory. This provision applies regardless of the number of callouts received, or number of hours worked.

SECTION IV. STRATEGY EFFECTIVENESS

The strategies established in Attachment A will be measured against the standards of performance listed below. In the event that these standards of performance are not being met in any department, the Oversight Committee will meet to arrive at an alternate strategy.

The following performance standards will be used to determine if a strategy is working satisfactorily in a department.

- 1) The First Responder must acknowledge receipt within an average of five (5) minutes.
- 2) Responder must arrive at the site of the gas leak within one (1) hour unless there are extenuating circumstances.
- 3) Average response time for electric trouble calls is one (1) hour, with no response times over one and one-half (1 1/2) hours unless there are extenuating circumstances.
- 4) Must be cost effective.

SECTION V. SYSTEMS COORDINATION FOREMAN

- 1. The Systems Coordination Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the associated Systems Crew Leader.
- 2. The Systems Coordination Foreman will report to the Operations Manager and work closely with the Electric Operations Supervisor. The Systems Coordination Foreman is a working position when needed. The Systems Coordination Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.
- 3. The duties of the Systems Coordination Foreman, who may be responsible for AmerenIP and contractor crews, will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources due to emergencies during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the Systems Coordination Foreman will not have the right to hire, fire, or administer discipline.
- 4. The Systems Coordination Foreman will remain on the Systems overtime list and be eligible for all overtime opportunities.
- 5. Temporary vacancies in this classification, if filled, will be assigned by utilizing the initial interest list of those who met the qualifications when the position was permanently filled.
- 6. The Systems Coordination Foreman will work a straight eight (8) hour shift, Monday through Friday, beginning no more than one (1) hour prior to the regular starting time in effect at their headquarters.
- 7. Meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemen under the Systems Agreement.

Section 9.12 CONSTRUCTION AGREEMENT

A competitive environment requires both labor and management to seek the best ways to do electric and gas construction work. To meet this challenge Illinois Power management is responsible for making proper business decisions while labor is committed to making a good faith effort to compete against external and internal forces. It is agreed that the only practical way to continue construction in-house is under the terms contained in this document. It is

understood all reference to systems or construction in this document only refers to Gas or Line Department employees.

Construction employees will be eligible for systems overtime when: 1) no systems employees are available to respond; 2) in emergency situations; or, 3) when working with systems and the job assignment results in an overtime situation. Construction employees will not be placed on the first responders or systems callout list. It is understood that construction employees may be used to perform work normally performed by systems employees.

TEMPORARY VACANCIES ON AN EXISTING CONSTRUCTION CREW

Systems employees will be allowed to declare, on a yearly basis, an interest in temporary construction assignments. In April of each year all areas will post a sheet requesting volunteers from systems who will work under the terms of this agreement as described below:

- 1. A systems employee(s) may, based on the systems needs of service, be assigned to fill in for vacancies on a construction crew.
- 2. No systems employee will be required to job site report more than three months in any year.
- 3. An Oversight Committee will establish the minimum amount of volunteers per area.
- 4. Should no volunteer accept a construction assignment then the least senior systems employee will be required to do so.
- 5. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.

SYSTEMS CREWS

A Systems Crew may job site report when the following conditions are met:

- 1. Construction crews are tied up.
- 2. There is insufficient Systems work for all Systems Crews.
- 3. Systems employee(s) who form a reporting crew will do so for a minimum of five days, and will only job site report to one location that week. Systems employees who job site report may elect to begin and end the job from their service area headquarters.
- 4. Selection will be made from the volunteer list first.
- 5. Should no volunteer accept a construction assignment then the least senior Systems employee will be required to do so.
- 6. This will be limited to one crew at a time per service area.
- 7. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.

GENERAL FOREMAN

The General Foreman will report to the Operations Manager and work closely with the Electric or Gas Operations Supervisor responsible for Construction. The General Foreman is a working position when needed. The General Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.

The duties of the General Foreman will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time

permits. However, the General Foreman will not have the right to hire, fire, or administer discipline.

The General Foreman will remain on the Construction overtime list and be eligible for all overtime opportunities.

Temporary vacancies in this classification, if filled, will be assigned by utilizing the initial interest list of those who met the qualifications when the position was permanently filled.

The General Foreman will work a straight eight (8) or ten (10) hour shift, consistent with the work schedule in their RCP. Unless changed through negotiations, meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemen under the Systems Agreement.

Calendar week vacancies in the Construction General Foreman classification will be filled provided they are known by management at least twenty-four (24) hours prior to the end of the last working day of the previous week.

JOB SITE REPORTING

The minimum requirements for a reporting location are:

- A. An enclosed structure heated in the winter.
- B. Available toilet facilities.
- C. Accessible by a hard surface road.
- D. Reporting location must be within a 50 mile radius, or closer, to the employee's RCP.

HOURS AND DAYS OF WORK

Construction crews may work an 8 or 10 hour day. In the event a 10 hour day is worked it will be under the following conditions:

- Schedule M-Th or T-F.
- Time and one-half will be paid prior to the normal starting time or after the normal quitting time and on M, F or S when it is a day off.
- Starting time will be no earlier than 6:30 AM and no later than 7:30 AM.
- Sick time and vacation will be charged in 10 hour increments (8 hour waiting period is not changed).
- A holiday when not worked, jury duty, and funeral leave will be paid in 10 hour increments.
- When a holiday falls outside the normal scheduled work week, then an additional 8 hours of holiday pay will be paid.
- A majority of employees in a crew must agree to the 10 hour shift.

JOINT CONSTRUCTION CREWS

The Oversight Committee will work jointly during the term of this agreement toward the objectives of expanding the scope of duties of various classifications in Gas and Electric Construction and eliminating jurisdictional barriers between Gas and Electric Construction in the area of trenching, installation of new business electric primary and gas mains and new gas and electric services.

Trials and experimentation with alternatives to achieve more efficient operations as described above will begin during the first twelve (12) months and continue throughout the contract term. The goal of the parties is to reach mutual agreement on the implementation of

successful alternatives within the terms of this contract. In those areas where non IBEW Locals perform gas construction work, then concurrence by the non IBEW Local is required.

APPRENTICES

The Apprentice Training Committee(s) will address specified training issues for Apprentices. Apprentices will be moved freely between systems and construction to allow training in both areas.

RATES OF PAY

Employees PCN'd to construction will receive \$1.50 effective 7/1/03 above the appropriate classification rate of pay as part of their base wage rate to cover Job Site Reporting within a 25 mile radius of their RCP. A premium of \$1.50 effective 7/1/03 will be paid in addition to the above-stated rate of pay when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the RCP.

Systems employees will receive a premium for Job Site Reporting of \$1.50 effective 7/1/03 to cover Job Site Reporting within a 25 mile radius of their Area headquarters. An additional premium for Job Site Reporting of \$1.50 effective 7/1/03 when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the Area headquarters. If an opportunity presents itself where an employee travels beyond the 50 mile radius, then the Oversight Committee will meet to discuss appropriate compensation. Premiums are only paid for hours actually spent on Job Site Reporting.

SENIORITY

Each RCP will be considered a separate District/Headquarters within the Service Area and contractual seniority language will apply.

PERFORMANCE

The parties in reaching this agreement believe they will be competitive with the cost of performing similar work with an outside contractor. To assure that the best business decision is made, a committee consisting of three representatives from labor and three from management who, where practical, participated in the negotiations of this agreement will be formed to review the cost of in-house construction work. This committee will meet when requested by any party. The committee will be responsible for monitoring performance standards and will oversee adjustment to these standards based on contractors' bids and revisions to the Illinois Power loaded rate caused by these negotiations (or business changes). No hours worked by a construction crew member in support of systems will be used in determining the competitiveness of this arrangement.

Each RCP will be evaluated for competitiveness using previously agreed upon performance standards. If an RCP is determined not to be competitive, then the parties will attempt to reach agreement on modifications necessary to restore competitiveness. If this effort fails, it is understood that Illinois Power may elect to eliminate an RCP and the affected work force will be adjusted to reflect this competitive business decision.

Section 9.13 GARAGE

All Garage Technicians are required to wear uniforms, which shall be provided and maintained by the Company. Each Garage Technician shall have an amount budgeted annually for individual technical training. For 1999 this amount is forty (40) hours and includes an allowance of up to \$250 to cover fees for attending individual training in areas where they need additional skills and that will benefit AmerenIP. Training requests must be submitted to and

approved by the Fleet Operations Specialist in advance. To facilitate mandatory safety training (maximum of two (2) days per year) and technical training, Garage Technicians will adjust their daily work hours such that training is attended on straight time. When daily work hours are adjusted for training, evening and night shift employees will work eight hours while day shift employees will work 8 ½ hours.

ARTICLE X - SAFETY - EQUIPMENT

Section 10.01

- (a) The Union is establishing a Union Safety Committee, consisting of six (6) members. The Committee shall meet with the Safety Director or his designated representative and five (5) other representatives designated by the Utility for this purpose at the request of either party but not more frequently than once a month.
- (b) At such meetings the Committee and Utility will review any accidents or near accidents which occur since the last meeting involving injury or possible injury to any person. The Committee and Utility will establish a procedure for the joint investigation of any such accident by the member of the union designated by the Committee and a representative designated by the Utility. Such procedure shall not limit the right of the Utility to make an independent investigation of any such accident.
- (c) Utility shall consider any safety rules, regulations and practices, or revisions thereof, proposed by the Committee. Such consideration shall be without prejudice to the right of the Utility to make changes in safety rules, regulations and practices. The Union or any affected employee shall have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this Agreement, a claim that any safety rules, regulation or practice, as applied, imposes an unreasonable working condition.

Section 10.02

- (a) Utility shall provide ample rubber boots, rain coats, rain hats, hoods, blankets, line hose, insulated switch sticks, individual rubber gloves, and other safety equipment to adequately protect the health and safety of employees in the discharge of their duties. It is further understood and agreed that rubber gloves and boots being furnished to each employee required to use them must be sterilized and tested before being given to employees. Adequate storage space shall be provided for this equipment when not in use and safety equipment shall be inspected and tested at frequent intervals so that unsafe equipment may be replaced. Employees covered hereby shall promptly report to their supervisor any defects in safety or other equipment.
- (b) The Company will furnish represented employees Flame Retardant (FR) Clothing per the FR Clothing Agreement dated October 15, 2012. The amounts provided effective 2022 will be Electric New Hires \$1550 and \$750 annually; Non-Electric New Hires \$900 and \$450 annually.

Section 10.03 Employees under this agreement will use and make every effort to preserve the equipment provided for their safety and failure to use equipment so provided shall be grounds for discharge.

Section 10.04 Utility will generally maintain within the departments covered by this agreement sufficient employees to safely perform the work required. Nothing in this agreement shall be construed to require Utility to employ any person not required in the proper and efficient operation of its property.

Section 10.05 Equipped first aid kits shall be maintained for each truck and at each station or plant where the employees covered by this agreement work. Each station or plant and truck where there is a crew of employees working shall be furnished a blanket for first aid purposes.

Section 10.06 Utility will not require employees to work out of doors during heavy or continuous storms unless such work is necessary to protect life or property, restore or maintain service to the public.

Section 10.07

- (a) Journeymen Linemen shall be able to glove voltages up to 15 KV under the terms and conditions of the Gloving Program. Apprentices shall be permitted to begin gloving up to 15 KV at the same time as they are currently permitted to glove 5 KV under the Apprentice Lineman Program (currently 2500 hours). The final decision to perform the work using gloving procedures shall be made by the employees at the job site.
- (b) In case of trouble calls, or in handling voltage over 440 volts if additional help is required as a safety measure such additional help shall be provided.

Section 10.08 Utility will see that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

Section 10.09 Utility will replace tools owned by employees in like kind and size or equivalent which have been broken or worn out while used by the employees on utility's work and upon surrender of the defective tool to the Utility. Apprentices shall start with a new set of equipment and Journeymen Linemen shall start with equipment in a suitable condition and approved by management.

ARTICLE XI - PAID ABSENCE TIME (OTHER THAN HOLIDAYS)

Section 11.01 Other Paid Leave

- (a) An employee will be allowed three (3) consecutive working days of Funeral Leave with pay in the event of a death in his immediate family; namely father, mother, step-father, step-mother, father-in-law, mother-in-law, spouse (including established civil unions), son, daughter, step-son, step-daughter, brother and sister. If the call is received while at work, the following day will be counted as the first day and the employee will receive straight time pay for the remainder of the basic work day.
- (b) An employee will be allowed one (1) day of Funeral Leave with pay to attend the funeral of his grandfather, grandmother, grandchild, step-brother, step-sister, son-in-law and daughter-in-law. When an employee is requested by the family to serve as pallbearer for a deceased employee or a deceased retired employee he shall be permitted to be absent without loss of pay not to exceed one (1) day.
- (c) An employee will be eligible for ten (10) paid days (80 hours) of bonding leave, for the birth or adoption of a child per Company policy. This leave is separate from medical leave that may be provided.

Section 11.02 Employees covered by this agreement shall be entitled to the necessary time, not to exceed two hours, off with pay for the purpose of voting at all State, County, City and National elections, provided they are eligible to and do vote.

Section 11.03 An employee performing jury service shall do so without loss of pay. On days second or third shift employees are required to report or call in for jury duty, they will be assigned to day shift hours and will not be eligible for overtime. On days when the employee is not required to report or call in for jury duty, the employee will report to his/her regularly scheduled shift. Employees will notify supervision on a daily basis whether they will be on jury duty or reporting to work the next day, if the next day is not a scheduled day off. If released from jury duty prior to the end of the scheduled work day, the employee shall call their supervisor who will instruct them on whether or not to return to work that day. When an employee is assigned to a long term jury, the above terms may be altered by mutual agreement.

Section 11.04 An employee who is injured during and in the course of his employment with the Utility and is eligible for Workmen's Compensation for temporary total incapacity for work in accordance with Workmen's Compensation Act, Section 8, shall receive from the Utility the difference between the weekly compensation rate for temporary total disability and his basic weekly take-home pay (gross pay less FICA, Federal and State Withholding Taxes) for each day he is off, starting from the time of injury. Such payments are to continue until-

- a) The Company physician releases the employee to return to work; or
- b) such time that compensation for temporary total incapacity for work as specified in Section 8 of the Workmen's Compensation Act has been exhausted; or
- c) such time that the employee is determined to be wholly and permanently incapable of work by the Industrial Commission.

In no case will an employee be entitled to more than his basic take-home pay during the period of temporary total incapacity for work.

ARTICLE XII - PAY DAY

Section 12.01 Employees will be paid every other Friday for the two-week period ending five (5) days prior to pay day and when pay day falls on a holiday, employees will be paid the day previous with the exception of Thanksgiving which will be paid on the Friday after.

Section 12.02 All employee paychecks will be direct deposited. All employee expenses will be reimbursed through direct deposit.

ARTICLE XIII - VACATIONS

Section 13.01 All employees covered hereunder who have worked six (6) continuous months for the Utility shall then accrue vacation credit for the time worked on the following basis:

6 months – 5 working days

1 year - 10 working days

5 years - 15 working days

7 years - 16 working days

9 years - 17 working days

11 years - 18 working days

13 years - 19 working days

15 years - 20 working days

21 years - 21 working days

22 years - 25 working days

30 years - 30 working days

The five (5) working days awarded upon reaching 6-months of employment may be taken immediately per the provisions of the Labor Agreement.

Employees who have accrued vacation credit of ten (10) or more working days will be allowed to schedule their vacation anytime during the vacation year in which the accrual occurs in accordance with Section 13.04 and 13.08.

Section 13.02 The vacation year shall be from each January 1 to and including the following December 31. Effective January 1, 2009.

Section 13.03 Vacation time shall not accumulate from one vacation year to another except that unused vacation time (at the end of the vacation year) up to a maximum of eighty (80) hours will automatically carryover to the next vacation year.

Section 13.04 Employees who are entitled to an annual vacation can use their earned days as individual vacation days. Five (5) days may be used in half-day increments. For purposes of administration, employees may take their vacation days under the following circumstances:

- (1) Needs of the service must always be met.
- (2) Scheduled vacation periods (5 or more days) will always be given preference over individual days.
- (3) Reasonable notice for time off must be given.
- (4) Holidays shall be considered a working day for vacation scheduling purposes but shall not be considered a vacation day.

Section 13.05 When an employee terminates, he/she shall receive:

- 1. Vacation earned prior to January 1.
- 2. Pro rata vacation from his/her anniversary date to the termination date (retirees shall continue to receive pro rata vacation from January 1 to the termination date).

Section 13.06 In determining vacation credit for employees who have been absent due to accident or illness, allowable sick leave plus thirty (30) days shall not be counted as time lost.

Section 13.07 Employees who have been laid off shall not lose their status in determining vacation rights until they have been out of the service thirty-six (36) months.

Section 13.08 Prior to January 1 of each calendar year Department Heads will consult with all employees entitled to vacation and from such consultation Utility shall establish and post before the above date on departmental bulletin boards a working schedule for vacation periods. In determining vacation schedules, the wishes of the employee will be respected as to the time of taking his vacation insofar as the needs of the service will permit. Although vacation time is earned according to length of continuous company service, it shall be assigned according to Service Area seniority.

ARTICLE XIV - HOLIDAYS - RATES OF PAY FOR

Section 14.01 Regular holidays under this Agreement shall be: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and the Employee's Birthday. The employee's birthday holiday may be celebrated under one of the following options:

- 1) On the actual day under the same provisions that govern the celebration of other holidays.
- 2) Taken as vacation. Scheduling of this option is subject to the needs of service, and is to be completed by December 31 each year for the next January 1 through December 31 period.
- 3) If an employee's birthday holiday falls on a holiday and is not rescheduled under option 2 above, the birthday may be taken in conjunction with that holiday or the employee will be paid eight hours pay.

When a holiday under this Agreement falls on a Saturday the previous Friday shall be observed as the holiday and when a holiday falls on a Sunday the following Monday shall be observed as the holiday. The Christmas Eve holiday shall be observed on the last working day prior to the holiday observed as Christmas under this Agreement.

Section 14.02 Employees whose work week is Tuesday to Saturday inclusive shall be off duty the day following the holiday which is celebrated on Monday. When a holiday falls on Monday, they shall celebrate the holiday on Monday and receive holiday pay for that day and Tuesday shall be their normal day off. When a calendar holiday falls on Friday or Saturday, employees whose work week is Tuesday to Saturday inclusive shall be off duty the day of the calendar holiday.

Section 14.03 Employees paid an hourly rate of pay under this agreement shall receive eight straight time hours pay for each of the above listed holidays.

Section 14.04 Any employee when working his regularly scheduled hours on days designated as holidays shall be paid (in addition to his regular hourly rate of pay) time and one-half at his basic hourly rate for such hours.

Section 14.05 An employee who is usually excused from working his normally scheduled hours because of a holiday which falls within his regularly scheduled work week shall, if called for work during such hours on a holiday, receive additional time and one-half for hours worked (with a minimum of two hours) within the scheduled hours from which he was excused.

Section 14.06 When a holiday falls outside of the regularly scheduled work week of an employee and he is called for service on such holiday, he shall receive additional time and one-half pay for such hours worked (with a minimum of two hours) as fall within the hours which on the previous regularly scheduled work day were his normally scheduled hours. Work performed on holidays outside of the hours above referred to shall be paid at double the straight time rate of pay.

Section 14.07 Straight time holiday pay shall be lost under the following conditions: Failure to work on a holiday which falls within the employee's normally scheduled work week if not excused.

Section 14.08 On Labor Day no line or construction work will be performed except that which is required to preserve life and property and to maintain service.

ARTICLE XV- SENIORITY-GENERAL-PROMOTIONS-TRANSFERS-LAY-OFFS-RECALL

Section 15.01 GENERAL

- (a) New employees shall serve a six month probationary period with the Utility and during such period the Utility shall have the right to discharge for its own reasons, or rehire such employees. Employees who are continued in the service of Utility after said probationary period shall immediately thereafter be credited with six months seniority.
- (b) All time off duty due to sickness or injury in excess of three years, shall not be included in computing seniority time.
- (c) Employees may claim seniority within the department where they have been continuously employed in a regular position. For bidding purposes an employee may only exercise department seniority in their current department.

All employees shall have a permanent headquarters. An employee's permanent headquarters may be changed as a result of the bid procedure, a reduction in forces, elimination of a headquarters, elimination of a Department or classification within a headquarters, combining a Department or classification within a Service Area, establishment of a new headquarters, technological or reorganization change, or job transfer at employee's request. Headquarter changes resulting from reduction in forces, the elimination of a headquarters, department or classification shall be handled in accordance with Article XV, Section 15.04 (a through e).

When combining headquarters, department or a classification within a Service Area, employees affected will be "slotted" by Departmental Seniority. Headquarter changes resulting from the bid procedure or establishment of a new headquarters shall be handled in accordance with the provisions of Article XV, Section 15.02 (a through e). Headquarter changes resulting from a job transfer at the employee's request shall be handled in accordance with Article XV, Section 15.03 (a).

Technological or reorganizational changes will be handled in accordance with the provisions of Article V, Section 5.03 (a) and (b).

- (d) Seniority of employees in the Substation Construction and Maintenance Department shall apply to the entire department in the Southern Group. Seniority of employees in the Gas Regulation Department shall apply to the entire department regardless of an individual employee's headquarters.
- (e) Lineman Handling Orders in outlying towns where there is no line of promotion shall have bid rights in the headquarters town to which he reports.
- (f) An employee who quits, or who voluntarily absents himself from service without satisfactory explanation, or who is discharged for cause shall lose all seniority rights.
- (g) Effective July 1, 2007, any employees who begin employment on the same day, their seniority will be determined by lot.
- (h) The Utility, may where there are openings in the Groundman Truck Driver classification announce vacancies for a Journeyman Lineman to drive trucks. It is understood

that the duties of those assigned to these jobs are the duties of a Journeyman Lineman and also the normal duties of a Truck Driver. It is agreed that the present Groundman Truck Drivers are to be maintained in their present status except as they may bid other jobs. In the event of a layoff, employees who continue as Groundman Truck Drivers shall not be replaced by employees with less departmental seniority. After this protection has been exhausted, Groundman Truck Drivers may use their seniority in accordance with Article XV, Section 15.04 (c) and (d).

This procedure shall provide that when a Journeyman Lineman (Driver) vacancy occurs all qualified employees at the location where the vacancy exists shall be notified and said qualified employees may express their preference for this assignment in writing to their supervisor. The assignment shall then be made to the employee with the most departmental seniority provided he has sufficient qualifications for the job. When the truck is going to and from the job, and being used to perform its normal functions on the job, the Journeyman Lineman (Driver) who is assigned shall be the driver. This is not to be construed that the Crew Leader or Lineman cannot at times move the truck. If the regular assigned Journeyman Lineman (Driver) is absent from work then another Journeyman Lineman or Groundman Truck Driver shall be assigned to drive the truck during his absence.

For the purpose of equal distribution of overtime the classification of a Journeyman Lineman (Driver) and a Groundman Truck Driver shall be considered the same. Nothing in this agreement is to be construed as preventing the exchange of drivers between trucks at the same location. In the case of a Forestry Truck, the above would apply with the exception that each place the term "Journeyman Lineman" is used, the term "Journeyman Tree Trimmer" would apply.

- (i) When considering employees for Apprenticeships, the ability to adapt himself to and learn the new job shall be of utmost importance in considering ability and qualifications. An employee who becomes an Apprentice shall serve a six (6) months probationary period and during this period shall, if in the judgment of the Utility his performance is not satisfactory, be returned to his old job. The Company will require all applicants for apprentice training to pass a physical examination before they will be accepted. Disqualification for failure to pass this physical examination shall have no effect on the employee's present position. The Company will pay for and schedule such physical examinations.
- (j) An employee who becomes disabled shall be entitled upon recovery to return to his former position with accumulated seniority provided he is physically qualified to return to work.
- (k) In those cases where the employee mentioned in Section 15.01 (i) above is not physically qualified to return to his former position, but is physically qualified to perform other work covered by this agreement, the employee may exercise their seniority under the layoff provision of the agreement so they can maintain employment. When they are sufficiently recovered to go back to their former classification, they may exercise their rights under Article XV, Section 15.02 of the agreement.
- (l) The employee and the Union will be provided a copy of any disciplinary memo or letter placed in the employee's personnel file.
- (m) Any employee who is elected or appointed to an office in the Brotherhood, which appointment requires his absence from duty with the utility, shall be granted a leave of absence without pay for the term of office and he shall continue to accumulate seniority throughout such term of office and shall upon expiration of his leave of absence, be reinstated in accordance with his seniority, provided he is physically qualified.

(n) Gas Apprentices, if accompanied by a Fitter or Serviceman, shall perform any of the Gas Department duties within their ability. The Gas Apprentices shall continue to perform any of the duties previously performed by the Helper classification. Once a gas apprentice, in all departments, has reached 18-months, they may perform all classes of work for which they are OQ Qualified, without the presence of a Journeyman.

Section 15.02 PROMOTIONS AND THE FILLING OF VACANCIES

- (a) Seniority of employees as referred to herein (except employees in the Substation Construction and Maintenance Department and Gas Regulation Department) shall apply first within the department within individual headquarters. In event openings cannot be filled in the individual headquarters, Service Area departmental seniority shall govern. In the event there are no employees in the department in the Service Area who can qualify, then such openings shall be available to employees in other departments in the Service Area. Vacancies in the Meter Department will be posted, bid and awarded to senior qualified employee within the department in the Service Area. In the event there are no employees in the department in the Service Area who can qualify, then such openings shall be available to employees in other departments in the Service Area.
- (b) Promotions and filling of vacancies shall be based on ability, qualifications and seniority. Ability and qualifications of employees under consideration being sufficient, seniority shall govern.

The Utility shall not be required to consider a Journeyman for promotion to the applicable Crew Leader or Troubleman classification until the Journeyman has worked at least three years for the Utility in the Journeyman's classification in the Service Area. In the event there are no Journeymen in the Service Area who meet the three year requirement then the other provisions of this section shall apply.

Employees hired or who bid/transfer into an apprenticeship cannot bid/transfer out of the department for which they served an apprenticeship for three (3) years after topping out. However, employees may bid/transfer into a position within the same craft for which they served an apprenticeship per current contract language.

Temporary assignments caused by absence of the Crew Leader or Troubleman shall be made by seniority, provided that the Company was notified prior to normal starting time of the first day of absence. Beginning with the second day of absence, seniority shall govern within the affected headquarters.

- (c) An employee awarded to a new position shall be given a reasonable opportunity, not to exceed ninety days, to demonstrate his qualifications and ability. If he does not qualify, he and the Union shall be notified of the nature of his disqualification and he shall be returned to the position he formerly held. An employee so awarded may also request to be returned to his former job, provided such request is made within a ninety day period. An employee may only elect to return to their previously held position two (2) times in their career.
- (d) When a vacancy or a new position is to be filled, the Company shall post a notice on the bulletin boards in the headquarters within the affected service area. This notice shall be posted for a period of seven (7) calendar days and shall specify the job classification, rate of pay, department, shift, days to be worked, and the name of the Company supervisor whom employees may contact about the job, with a copy to the steward. Bids for the posted position must be made by an employee during the seven (7) day period of the posting.

All bargaining units will transition to electronic bidding. All employees will have practical access to computers and employees can apply for jobs during normal working hours so long as it does not interfere with their normal job duties.

A vacancy in the Substation Construction and Maintenance Department and the Gas Regulation Department shall be posted in each headquarters covered by the Labor Agreement in the manner specified above.

Employees who are eligible to bid on a job which is posted and who are absent because of vacation, sick leave or other excused absence shall be considered to have bid on such job. (This shall not apply to employees on military leaves of absence.) Any such absent employee who is entitled to the job on the basis of this bid procedure must be available for work on that job within a reasonable period of time after the Company awards him the job, or the Company shall be free to award the job to another eligible bidder.

A copy of the bid sheet shall be sent to the affected Local Union and after the job has been filled the Union shall be notified by mail as to the successful bidder. The name of the successful bidder will be posted on the same bulletin boards as the original bid sheet in the headquarters within the affected service area as soon as possible after it has been determined. Such posting shall not commit the Company to filling the vacancy or new position nor shall it serve to establish a date for filling the vacancy or new position. If the position is filled seniority will date from the time of the posting of the successful bidder. New pay scale will start when position is actually begun. If there is no successful bidder such notice shall also be posted.

- (e) In the event an employee chooses not to accept a promotion, it shall have no effect upon his future opportunities for promotion.
- (f) When a lineman apprentice or gas apprentice completes the apprentice program the company agrees to post a journeyman's position in systems, Monday through Friday 7:00 a.m. to 3:00 p.m. for bid. This is to be considered realignment and to afford the senior journeyman an opportunity to realign his classification and work schedule. The process will continue until all positions are filled. The bidding process shall be expedited.

Should no journeyman bid a position, the journeyman who has just completed the apprentice program shall fill that position. If the newly topped out journeyman is forced/bid to a one-man truck, he may receive additional training, based upon Apprentice Committee evaluation, for up to ninety (90) days if necessary.

- (g) An employee who has been displaced due to a reduction in force or an involuntary transfer from their headquarters shall have one opportunity for first bid right back to their old headquarters. The Union leadership will notify the Company in writing to exercise this provision.
- (h) Employees who bid into the Gas Regulation Department shall be considered probationary employees for nine (9) months.
- (i) New hires and employees who transfer to a different legacy Company (electric, gas (including Storage Field), substation and power metering) will be required to live within 25 miles of the Operating Center within six (6) months of the date of hire or transfer. Anyone bidding into an apprenticeship and is bound by residency must relocate within 6 months of topping out as a Journeyman.
 - (j) Outlying positions will be required to live within their assigned grid.
- (k) All Leadership positions in all departments (i.e. Systems Coordination Foreman, General Foreman, Foreman, Crew Leader, Leadman, Gas Storage Field Crew Leader, Gas Regulation Crew Leader) will be filled at management's discretion by utilizing the below process:
 - 1. Post an interest list for a period of seven (7) days
 - 2. The Company will review the work record and consider leadership qualities of each candidate to determine eligibility for the leadership position.

- 3. Employee(s) must meet the Company's eligibility and have three (3) years as a journeyman in the department for which they are expressing interest in a leadership position.
- 4. Should there be no candidate with three (3) years who meet the eligibility requirements, then the Company may choose to consider other employees for the position without this qualification
- 5. Should the qualifications of two (2) or more candidates be equal, the Company will offer the position to the most senior qualified person on the interest list
- 6. Temporary vacancies will continue to be filled as currently practiced
- 7. Any dispute over the Company's decision will be subject to the contractual grievance procedure if so desired.

Section 15.03 TRANSFERS

- (a) Employees who desire to transfer to another location within the company territory shall do so according to the following procedure. This procedure will be effective after the bidding requirements of the Labor Agreement have been completed for permanent job openings.
 - 1. Employee to present Transfer Request to Manager, Department Head, or designee for entry into the Transfer Database.
 - 2. Request will be considered active upon entry into database and will remain active for a maximum of 12 months.
 - 3. Requests will be honored in accordance with:
 - (a) Local Union Seniority under this agreement.
 - (b) Company Seniority
 - 4. Transfer will be limited to one each 18 months.
 - 5. Employees will be responsible for all expenses related to the transfer and must live within 25 miles of the OC within 6 (six) months of the effective date of transfer.
 - 6. Employees will receive consideration only if they have been a satisfactory performer for the 18 month period prior to transfer.
 - (a) At management's sole discretion, co-workers who have been in their position less than 18-months may be considered for a transfer prior to hiring externally.
 - 7. Transfer requests within the same job classification will be accepted first within the same local and second from another union.
 - (a) When a journeyman vacancy is posted for bid and not filled through normal bidding procedure, the Company may post an apprentice job for bid. If the apprentice job is not filled through normal bidding procedure, then transfer requests will be honored for the journeyman position.
 - (b) Employees hired or who bid/transfer into an apprenticeship cannot bid/transfer out of the department for which they served an apprenticeship for three (3) years after topping out. However, journeymen may bid/transfer into a position within the same craft for which they served an apprenticeship per current contract language.
 - 8. Transfer requests that would necessitate a change in job classification will be given serious consideration if employee has the necessary qualifications.
 - 9. Transfer offers must be accepted within 48 hours after being made.
 - 10. An employee granted a transfer within their labor agreement will be subject to the same contractual probationary period language as applies to bids.
 - 11. In the event the employee declines an offer to transfer to the location requested, the transfer request will become null and void.

- (b) An employee transferring from one headquarters to another shall carry his departmental seniority with him within the service area.
- (c) An employee who transfers to another department shall continue to accumulate seniority in the department from which transferred for a period of six (6) months; upon completion of the six month period he shall be credited with that amount in the department to which transferred and his seniority in the department from which transferred will be reduced by six months.
- (d) Employees in the Substation Construction and Maintenance Department shall not be transferred from one headquarters to another except through reduction in forces or by mutual consent.

Section 15.04 LAY-OFFS

In the event of circumstances that are either not envisioned by the parties at the time of entering into this agreement and/or beyond the control of the Company, the follow applies.

- (a) When making reductions at any headquarters, the employees with the least amount of seniority in the affected classifications shall be reduced or laid off first. For administration purposes in a layoff or reduction situation, journeymen and apprentices will be considered the same classification, and Departmental seniority will govern.
- (b) In case of layoff or reduction in forces, employees shall be given two-weeks notice and be paid in full to the date of layoff. The Union will also be supplied with two week notice of impending layoff.
- (c) An employee laid off in any headquarters may replace an employee with like classification in the Service Area, providing the replaced employee has the least amount of departmental service area seniority.
- (d) An employee laid off or replaced may demote and exercise his overall Service Area seniority in any headquarters in the Service Area. An employee laid off or replaced, having the ability and qualifications at date of layoff, may exercise his overall Service Area seniority in any Department in the affected Service Area.
- (e) In the case of the Substation Department and the Gas Regulation Department, the above would apply with the exception that each place the term "SERVICE AREA" is used the term "SOUTHERN GROUP OR DIVISIONS" would apply.

Section 15.05 RECALL

(a) When adding to forces and there are employees on layoff or have moved to another classification or headquarters as a result of a reduction in forces, the opening shall be posted and filled in accordance with Section 15.02, provided, however, the senior employee/s shall have the qualifications and ability for the job being filled and are physically fit to return to work within two weeks from date of notification to report for work.

If an employee is ill or is temporarily incapacitated because of an on-the-job injury suffered prior to layoff and cannot return to work when recalled, they will be placed in a special category. Their recall time will be placed on hold until such time as they are fully recovered and able to return to work. At that time their recall time period will start moving again.

In the above instance, the next most senior person will be recalled. If there are no less senior persons on layoff and a new employee is hired and the laid off employee becomes physically able to return to work prior to the expiration of the new employee's probationary period, they shall have the right to claim that job and the new employee shall be laid off.

(b) Employees laid off because of lack of work or for similar reasons beyond their control, when reemployed within five years shall have their seniority rights restored as the date they were laid off.

ARTICLE XVI - DUES DEDUCTION

Section 16.01 The Company will deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue from year to year unless written notice of cancellation is given to the Union and the Company during the month of June in each calendar year. The deduction authorization form shall be mutually agreed upon.

Section 16.02 The payroll deductions for Local 309 Credit Union and Local 702 Credit Union will be installed by June 30, 1988.

Section 16.03 Employees are entitled to the Tuition Assistance Program as provided at the 2017 negotiations.

Section 16.04 In order to ensure AmerenIP is a drug free work place and to better ensure the safety of our employees and customers, all employees will be subject to drug testing in the same fashion as those employees who are currently covered under the Department of Transportation Office of Pipeline Safety Guidelines. This would include types of drugs, testing procedures, rehabilitation and discipline as mandated by the D.O.T. and agreed to between Company and Union. Should the D.O.T. modify, add, or delete any or all aspects of its current programs, said programs will of course be altered to meet the requirements of the law. However, the minimum standard or program will be the drug program in place for the non-union as administered by General Procedure 8.23.

Audits of the NIDA certified laboratory shall occur within sixty (60) days following a change in testing facility or on an as needed basis when requested by either management or the IBEW locals. As needed will be defined as no more than annually. Audits which occur as a result of this provision shall include a representative selected by the IBEW locals.

Section 16.05 The Company shall grant an employee's request that a union representative be present at an investigatory interview which the employee reasonably believes might result in disciplinary action.

ARTICLE XVII - TERM OF THE AGREEMENT

Section 17.01 This Agreement shall take effect on the 26th day of August, 2022, and shall remain in full force and effect until and including the 30th day of June, 2026, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to the expiration date thereof or expiration date of any renewal, requesting termination of the Agreement, provided that the Brotherhood and Company respectively agree that there shall be no strike or lockout thereafter except upon ten (10) days written notice thereof by the initiating party. If such sixty (60) days notice is given by either party for renewal then both parties shall submit their suggested changes to the other party not later than five (5) days from the date the notice is postmarked.

INTERNATIONAL BROTHERHOOD OF ELECTRIC.

Steve Hughart

Business Manager, IBEW Local 702

Business Manager, IBEW Local 309

APPROVED INTERNATIONAL OFFICE - I.B.E.W.

3/17/2023

Kenneth Cooper, International President

This approval does not make the International a party to this agreement.

AMEREN ILLINOIS COMPANY

Ameren Services

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August 20, 2007

Paul Noble Business Manager IBEW Local Union 702 106 N. Monroe St. W. Frankfort, IL 62896 James Berger Business Manager IBEW Local Union 309 2000 Mall St.(Route 157) Collinsville, IL 62234 James Bates Business Manager IBEW Local Union 51 301 E. Spruce St. Springfield, IL 62703

Per our agreement dated July 17, 2007 concerning Flame Resistant/Retardant Clothing, Ameren Illinois agrees to include Tyndale Inc., along with Bulwark, as the supplier of the FR clothing for Ameren Illinois IBEW Local Unions represented employees.

In accord with our agreement, the Company reserves the right, at any time, to change the supplier after discussions with the Union, if the Company is experiencing problems with the supplier.

Very Truly Yours,

C. M. Baughman

Manager, Labor Relations

CMB:iej

Ameren Services

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August 21, 2007

Paul Noble **Business Manager IBEW Local Union 702** 106 North Monroe Street West Frankfort, IL 62896

James Berger **Business Manager** IBEW Local Union No. 309 2000 Mall Street (Route 157) Collinsville, IL 62234

James Bates **Business Manager IBEW Local Union 51** 301 E. Spruce Street Springfield, IL 62703



Gentlemen:

During the 2007 negotiations, the parties had discussions concerning the use of information by the Company resulting from various forms of employee monitoring. It is agreed that AmerenCILCO, AmerenCIPS and AmerenIP are not restricted from initiating an investigation and subsequently using such information for any lawful purpose including discipline so long as the employee monitoring is initiated from a complaint. The Company may also access such information for any lawful purpose, including discipline, solely as support for violations of Company rules that are discovered. It is further agreed that if the Company's investigation is undertaken based on information supplied by a third party, the Company agrees that prior to any discipline being imposed, it will share the identity of the third party, if not anonymous, with the Union on a confidential basis.

Very truly yours,

C. M. Baughman Manager Labor Relations

CMB:iej

Paul Noble, Business Manager

IBEW Local Union 702

James Berger, Business Manager **IBEW Local Union 309**

James Bates, Business Manager

IBEW Local Union 51

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a subsidiary of Ameren Corporation

CENTRALIA GAS STORAGE FIELD ADDENDUM LOCAL UNION NO. 702 June 21, 1999

The Company and Union agree that is in their mutual best interests to modify the manner in which work is performed at Gas Storage Fields. This document will serve as the basic set of conditions used to operate and maintain Illinois Power Company's Centralia Gas Storage Field. The parties to this agreement recognize that the work performed at the Gas Storage Fields is different from the normal work performed by Gas Department employees and as such requires specific training and its own set of working conditions. This addendum shall be added to the Labor Agreement between Illinois Power Company and Local Union No. 702. Except where modified herein, the Labor Agreement shall prevail.

- 1. The work location and reporting point will be the Centralia Storage Field. Seniority rights will be as provided by the Labor Agreement.
- 2. The standard day shift schedule will be five (5) consecutive days from 7:00 a.m. to 3:00 p.m. with a thirty (30) minute lunch period. This schedule may be modified upon mutual agreement of the parties.
- 3. Employees may work a schedule of four days per week with a thirty (30) minute lunch period subject to mutual agreement between the Company and Union.
- 4. The union agrees to cooperate, on a request basis, in the reciprocal utilization of gas storage field employees to assist at other storage field facilities.
- 5. In order that the Company may recognize the accomplishments of its Storage Field employees on a more timely basis, it is agreed that the Company may award bonuses to employees covered by this Addendum. Any bonus paid under this provision will be distributed to all Local 702 Storage Field employees with proration occurring for those who were not employed for the entire period covered. The decision to pay or not to pay a bonus, as well as the amount of any bonus, will be at the sole discretion of the Company.

FOR THE UNION:	FOR THE COMPANY:
Donald R. Woolridge	Veta G. Rudolph
Business Representative	HR Consultant
Union 702 IRFW	

ILLINOIS POWER COMPANY and IBEW LOCALS 51, 309, 702 GLOVING PROGRAM

JOINT COMMITTEE

A joint training committee (for gloving) shall be formed consisting of one representative each from Local Unions 51, 309, and 702 and three Company representatives. This committee, whose role and responsibility are similar to that of the apprentice program joint committee, shall periodically meet to evaluate new technology and work practices and make recommendations regarding changes to the gloving program. Recommendations regarding changes to the gloving program shall be approved by the Business Managers or designees and Labor Relations. The Union agrees that it shall use its best efforts to assist in the education and training of employees in gloving methods and to enlist the full cooperation of its members in assuring that every effort shall be made to perform the work based upon safety and efficiency.

SAFETY EQUIPMENT

Class 2 rubber gloves and rubber sleeves shall be worn while gloving. Voltages up to 5 KV may be gloved from the pole or platform. Gloving voltages over 5 KV up to 15 KV shall only be done from approved bucket trucks with upper and lower controls and insulated booms certified as having passed the necessary testing requirements, with approved and tested bucket liners.

Buckets shall not be tested and shall be considered to be at the same potential as the Journeyman.

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 shall be utilized and the employees shall not be required to glove primary voltages up to 15 KV. However, the current practice of gloving 4 KV from a pole or platform remains unchanged.

All protective equipment, including gloves, sleeves and bucket liners, 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 shall be tested at the request of the worker but, in any event, not less than once every 120 days.

In addition to laboratory tests, each worker shall make a daily inspection of his 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 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 stored and/or carried in such a way that it shall not be damaged through contact with tools or other equipment. The Company shall modify, where necessary, trucks/equipment to comply with the provisions of this paragraph.

Gloves with 16" gauntlets shall be provided upon request. Existing gloves with 14" gauntlets shall be replaced through attrition. Rubber sleeves shall be worn in either case.

AERIAL BUCKET TRUCK TESTS

Only approved and certified bucket trucks with upper and lower controls equipped with insulated booms, that have satisfactorily passed the testing requirements as set out in items 1 through 5 below, and displaying the dated certification decal, shall be considered appropriate for use by workers gloving voltages up to 15 KV.

- Each certified aerial bucket 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 bucket 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 ensure 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 shall 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 Garage Technician who may be inspecting or working on the boom.
 - c) Cuts, breaks and abrasions to the boom.
 - d) Cleanliness of the bucket liner, including cuts, breaks, and abrasions.
- 4. The existing quarterly check list inspections shall be continued on aerial bucket trucks. These inspections shall be conducted only by appropriate qualified personnel, including outside vendors as necessary. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work on the equipment so as to ensure the safety of individuals using the equipment. Any complaint or question regarding inspections shall be investigated and corrected promptly.
- Quarterly truck insulation testing and semi-annual bucket liner testing shall be performed by a qualified outside vendor once every six months, with a sticker placed on each bucket liner which clearly states the next due date. Semi-annual tests on aerial bucket trucks shall meet or exceed OSHA and ANSI Standards. Booms shall be tested more often upon request. This semi-annual testing may be performed "inhouse" in the future, should the necessary capabilities that meet or exceed OSHA and ANSI Standards be developed. Other quarterly inspections will be conducted inhouse.

The inspections and tests described in the above paragraph, including the daily checks by crew members, shall be mandatory. Any malfunction or defects of the equipment discovered as a result of these inspections or tests, and malfunctions or defects found during normal or routine repair work, shall be reported in written form to the appropriate supervisor and crew assigned to that truck prior to the equipment being utilized for use as an aerial bucket truck.

TRAINING

All Journeymen Linemen shall be trained in the procedures for gloving voltages 15KV or less. Initial training shall consist of a minimum of three days including one day of classroom instruction, one day of mock energized training, and one day of "hands-on" experience. Classroom instruction shall consist of:

- 1. Theory of isolation and insulation.
- 2. Display and explanation of the use of cover-up equipment and tools.
- 3. Review of typical job methods.
- 4. Question and answer session.

Field training (mock and "hands-on") shall include such activities as:

- 1. Demonstrations of cover-up methods from bucket trucks.
- Demonstration of specific job tasks, such as single-phase pole top or pin insulator change out, crossarm replacement (2 or 3 phase), replacing damaged dead-end insulators, installing dead-ends (1 or 3 phase), and transferring conductors.

The "hands-on" portion of the training shall include work on actual energized circuits and shall be conducted by an instructor designated by the company who has experience as a Journeyman working primary voltages with rubber gloves. Experience in Areas containing both 4KV and 12KV facilities shall be considered toward filling the experience qualifications. For the initial training, gloving instructors shall be selected through a joint selection process by a Standing Joint Committee consisting of a representative from each Local Union and three representatives from the Company. After the initial training, the company shall select future trainers with consideration given to previous trainers. "Hands-on" training groups shall be limited to not more than six trainees for each instructor.

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.

Apprentices shall begin on-the job training of gloving procedures for 15KV or below, at the same step as they currently begin training on 4KV (2500 hours). The Apprentice Training Program shall be revised to incorporate aspects of the Journeyman Lineman training on gloving not already included.

In addition to the initial training, one day of training will be provided on an annual basis. Implementation may be delayed due to availability of new necessary equipment. Newly hired Journeymen Linemen shall go through the gloving training before performing any gloving work on voltages up to 15 KV.

GENERAL

- Crews gloving voltages up to 15 KV shall include sufficient number of qualified Journeymen Linemen and/or qualified Apprentice(s) to perform the work safely and efficiently, consistent with specific contractual requirements (Crew Sizing Agreement).
- 2. Bucket trucks shall have at least 36 inches of the insulated boom extended during any gloving process.
- Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
- 4. 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, downguys, telephone wires or other cables, and pole surfaces or crossarms, which the aerial bucket, boom or worker may contact. All covering and uncovering shall be performed from a point below or at the same level of the conductors. Conductors shall be covered as the worker moves into the work area and uncovered as the worker moves away from the work area when the work is completed. When utilizing a bucket truck, the worker shall not position himself over any unprotected energized conductor.
- 5. 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 bucket truck for the purpose of gloving voltages above 5,000 but less than 15,000. If a pin-on basket is used, the winch line shall be removed from the insulated portion of the boom.
- 6. On all jobs the circuit protections equipment shall be placed on "one shot" 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 shall not be necessary to place the circuit on "one shot."
- 7. Employees shall not be permitted to break or pick up load with rubber gloves. The employee shall use appropriate hot line tools unless using a device designed to pick up load. Load taps shall include, but are not limited to, lightning arresters, transformer taps, cut-outs, and any other load make/break switching.
- Eye protection shall be worn at all times while performing gloving work (Reference IP Safety Manual Rule XXIX - 1.6).
- 9. Before a crew begins an assignment involving gloving voltages, weather conditions for the day shall 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 performed by alternate means until conditions improve. Gloving assignments in other than daylight hours shall be limited to when, in the opinion

- of the crew performing the work, sufficient lighting is available and the crew determines the job can be performed safely.
- 10. While gloving voltages up to 15 KV, only properly insulated strap hoists, blocks, handlines, and ropes made of synthetic materials with good dielectric properties, shall be used.
- 11. Jewelry, including watches, earrings, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.
- 12. Only proper tools having approved insulated hoses operating from truck tool systems (if available) or other approved power source shall be used in any aerial bucket while gloving voltages up to 15 KV. All electrically operated hand tools shall be removed from the bucket prior to any gloving work commencing on voltages above 600 V, including the installation and removal of protective equipment.
- 13. The Company shall maintain or improve the current level of live line tools in each area.
- 14. When an energized primary conductor is placed on the crossarm or against the pole, it shall first be covered with a line hose and, in addition, the crossarm or pole shall be covered with the approved protective device.
- 15. 20,000 volt protective devices shall be used on all work in the 15,000 volt range. All 10,000 volt line hose and hoods shall be replaced.

PROGRAM DISPUTE RESOLUTION

Questions or disagreements as to the interpretation of the Gloving Program which are not resolved by the Joint Committee shall be resolved through the normal grievance procedure.

For the Unions:		For The Company:				
Dominic F. Rivara Local 51, IBEW	Date	Michael A. Schultz HR Consultant - Labor Relations	Date			
James R. Berger Local 309, IBEW	Date	John P. Barud Manager - Electric Delivery	Date			
Donald R. Woolridge Local 702, IBEW	Date	Veta G. Rudolph HR Consultant - Labor Relations	Date			

Memorandum of Agreement

The parties recognize that the demands on public utilities have changed over the years and that the successful companies will be measured by how well they adapt to change and progress. The success of this or any company is enhanced by all tiers of employees working together toward common goals rather than pulling in different directions. Therefore, cooperation is imperative if Illinois Power is to join those companies who are able to attain excellence. The parties recognize that significant advances have been made in technology (tools and equipment), work procedures, and techniques affecting the performance of line work. This trial Agreement is a mutual attempt to adapt our work practices to utilize these advances safely, in the most efficient manner. It is with this goal in mind that the parties enter this Agreement on a trial basis.

- The Union has assured the Company that it will affirmatively assist in the Company's efforts to improve efficiency and to assign the fewest number of employees necessary to perform Line Department work consistent with safety. The Union agrees that it will use its best efforts to assist in the education and training of employees in efficient work methods and to enlist the full cooperation of its members in assuring that Line Department work will be performed using the fewest number of employees consistent with safety. At the request of the Company, the Union's efforts in this regard will include, but will not be limited to, participating with Company representatives in periodic training or orientation presentations to Line Department employees, counseling of uncooperative employees, and discussions with management. The Union recognizes that its obligations in this regard shall be continuing for so long as this Agreement remains in effect.
- 2. While the parties recognize that the Company has the inherent right to assign work as it deems fit, consistent with safety, efficiency, and explicit contractual requirements, they also recognize that, due to the varying conditions (weather, geography, condition of equipment, etc.) which may exist at a worksite at any given time, adjustments in the number of employees assigned by the Company to perform a task may be required after evaluation of the actual conditions existing at the worksite. Therefore, after viewing and analyzing actual conditions, if the employee in charge at the worksite determines that additional help is required to perform the job safely, he shall request the necessary help which will then be provided. Additional help shall be requested for and shall remain at the worksite only for the period that it is

actually required. In making his determination whether additional help is required, the employee in charge shall be responsible to assure that the job is performed by the fewest possible employees consistent with safety. The parties recognize and agree that any practice which may exist of having a man on the ground as an extra set of eyes is not to be a basis for requesting additional help.

- All bargaining unit members of the Line Department shall be trained and CPR certified annually and receive training in pole top and bucket truck rescue annually.
- 4. The parties agree that, as one (1) man material handling trucks become available, the Company, at its discretion, may permanently assign existing Troublemen or LHO's to the one (1) man material handling trucks.
- 5. A premium will be paid for the Lineman Journeyman-Leadman of 68¢/hour (70¢/hour as of 7/1/90) to be added to the existing wage rate for the duration of this Agreement. So long as this Agreement is in force, Leadmen will be treated as Foremen for all purposes under the contract.
- The Journeyman Driver position shall not apply to the two (2) man truck.
- The parties recognize that this Agreement is experimental and remains subject to the parties' respective unrestricted 7. evaluation. Either party may unilaterally terminate this trial Agreement for any reason or no reason whatsoever upon thirty (30) days written notice. Unless this Agreement is earlier terminated in accordance with the foregoing or is extended or made permanent in writing by the parties, it shall expire automatically on March 1, 1995. Upon any termination of this Agreement all elements of this Agreement (including, without limitation, the premium pay mentioned in paragraph 5) will be null and void. The parties intend that the operation of this Agreement, so long as it remains in effect, will be subject to the contract grievance and arbitration procedures. However, neither the fact of the termination of this Agreement as provided in this paragraph nor the effects of any termination of this Agreement shall be subject to the grievance and arbitration procedures.
- 8. Should this Agreement be terminated in accordance with paragraphs 7 or 8, it shall be as if this Agreement never existed. Neither this Agreement nor any practice which may develop under this Agreement may be introduced as evidence in any arbitration except in cases arising under this Agreement while it is in effect. Nothing in this Agreement or the parties' entering or terminating this Agreement shall operate to prejudice in any way either party's position, independent of this Agreement, regarding crew sizing, right of assignment, safety, efficiency, etc.

SOUTHERN DISTRICT SUBSTATION DEPARTMENT PREDICTIVE MAINTENANCE ELECTRICIAN ILLINOIS POWER COMPANY IBEW LOCALS 309 AND 702

The parties agree to establish a Predictive Maintenance Electrician classification as described below.

I. QUALIFICATIONS AND SELECTION PROCESS

1. The Predictive Maintenance position at any location will be determined by posting an interest list for seven (7) calendar days in the appropriate Substation headquarters (Locals 309/702). To qualify, the employee must have been an Illinois Power Company Substation Journeyman performing Maintenance for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the Predictive Maintenance position as follows:

. Substation Journeyman Maintenance Seniority will account for maximum of five points.

```
5 years (or 3 years and a degree)
6 - 10 years
11 - 15 years
16 - 20 years
21 years or more
5 points
```

. Absence (non-FMLA past 12 months) will account for a maximum of five points.

	40.		1	7	point
•	48	or	less		
÷	38	or	less	2	points
	28	or	less	3	points
	18	or	less	4	points
_	0%			5	points

. Overtime response (past 12 months) will account for a maximum of five points.

10% -	20	8	1	point
20.1%				points
30.1%				points
40.1%	-	50%	4	points
Over 5	50%		5	points

. Safety (past 3 years) will account for a maximum of five points.

. 2 Safety Disciplines 1 point

JUN 1 9 2001

. 1 Safety Discipline 3 points 5 points

. Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.

4 "Needs Improvements" 1 point
3 "Needs Improvements" 2 points
2 "Needs Improvements" 3 points
1 "Needs Improvements" 4 points
No"Needs Improvements" 5 points

2. From those candidates who scored at least eighteen (18) points, the senior eligible employees (maximum five (5) candidates) will be interviewed by a four (4) member committee (two (2) Union, two (2) management). A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidates's communications, organizational, and customer service skills as well as their technical knowledge. Each member of this committee will have equal weight in determining the number of points awarded in this section. The senior eligible candidate, based on Substation Journeyman Maintenance seniority, with 15 or more points will be awarded the Predictive Maintenance Electrician position.

II. RESIDENCY

The Predictive Maintenance position(s) in the south will be required to live within the Belleville or Maryville Areas. If relocation is necessary to satisfy this requirement, the successful candidate(s) will be required to do so before the end of their probationary period.

III. HEADQUARTERS

The Predictive Maintenance position will be established in the headquarters of the area in which each successful candidate resides pursuant to item II, above. This employee may be assigned to start and finish his/her day at home or a motel where he/she is staying overnight and may be assigned a Company vehicle for use in the performance of his/her duties.

IV. WAGES AND OVERTIME

The Predictive Maintenance Electricians initial wage rate will be \$27.52 per hour effective immediately and \$28.35 per hour effective 7/01/01. This position will be maintained on a separate overtime list for callouts or to be called after exhausting the Substation overtime list in his/her area.

JUN 1 9 2001

2

Employees will be expected to carry electronic communication devices(s) at all times. However, they will not be required to be on-call and available after hours.

V. TRAVEL

In those instances where travel exceeds one (1) hour each way, the employee will be expected to stay overnight and be reimbursed per existing agreements unless mutually agreed otherwise.

VI. SCOPE

Employees covered by this agreement will predominantly work within the areas covered by their labor agreement. However, the Company may assign Predictive Maintenance employees anywhere it deems necessary for training, critical situations, and other legitimate business needs.

For the Unions:

For the Company:

Date James R. Berger Assistant Business Manager

Local 309, IBEW

Donald R. Woolridge Date Assistant Business Manager

Local 702, IBEW

Veta Lueke

HRC - Labor Relations

Illinois Power Company

Manager - Systems Operations

Illinois Power Company

mr OPEIU#13

Pred Maint Sub

JUN 1 9 2001

Date

Serivice Area	District	Outlying	Backup Outlying	Other Outlying	Other Outlying on rest	On Duty Working (offer to)	On Duty not working	1st Resp	Journey (Systems)
Octivide Alea	District								
Belleville	Columbia Trenton	1 1	2			3 2		4 3	5 4
Bloomington	El Paso	1				2		3	4
Champaign Electric	Monticello	1				2		3	4
Danville	Rodgetown	1				2		3	4
Decatur	Clinton	1				2	3	4	5
Decatur Gas		1				2	3	4	5
Eldorado	Eldorado	1	2		4				3
Galesburg	Aledo, Laharpe Monmouth, Stronghurst	1		7	8	2	3	4	5
Galesburg- Gas	Aledo-Woodhull	1	2		6	3		4	5
Hillsboro	Greenville, Litchfield, Vandalia	1		5	6-then appr			2	3
Lasalle	Lamolle/ Sheridan Ottawa	1 1	2		6	2		3 4	4 5
Mt. Clare	Brighton, Carlinville, Gillespie,	4			5			C I Billah assat	0
Wit. Clare	Staunton	1		4	5			6-Hillsboro*	2
Mt. Vernon	Nashville	1				2	3	4	5
Sparta	Duquoin/ Tamaroa	1	2	6	8	3		4	5
	Chester, Evansville, Pinkneyville, Steelville	1		5	7	2		3	4

Back up outlying denotes an employee who is backing up the other outlying for a particular area Other outlying denotes employee(s) who are also outlying troubleman for other areas * Denotes 1st responder can be implemented for Mt. Clare if needs develop

August 4, 1981

TO ALL: SERVICE AREA MANAGERS, POWER PLANT MANAGERS, AND DECATUR HEADQUARTERS DEPARTMENT HEADS

During our recent contract negotiations with the four IBEW locals, considerable time was taken to discuss the administration of individual vacation days.

In those negotiations, an agreement was reached to expand the number of individual days from three (3) to four (4). It was also agreed that the company would liberalize the requirements for the employee to utilize these days. There were three (3) qualifying conditions placed on utilization of these days.

- 1) Needs of the service must always be met.
- 2) Scheduled vacation periods (5 or more days) will always be given preference over individual days.
- 3) Reasonable notice for time off must be given.

We agreed that needs of the service were all important, but that these needs should be assessed in a realistic manner. We also agreed that there will be instances where advance notice cannot be given as well as instances where advanced notice can be given.

Will you please instruct all supervisors concerned with the administration of vacation days for bargaining unit personnel, of our intent to liberalize the granting of the individual vacation days within the framework listed above. Careful and thoughtful consideration should be given for all requests. If there are any questions concerning the administration of this agreement, please contact someone in the Labor Relations Section.

R. Toby

August 19, 1977

Mr. R.P. Bolerjack Director of Labor Relations Illinois Power Company 500 South 27th Street Decatur, Illinois

Dear Mr. Bolerjack:

In order that we avoid as much confusion as possible when administering the recently negotiated provision that allows for the use of three vacation days for personal reasons, it seems advisable that we confirm our understanding reached when we signed the Memorandum of Agreement on August 10, 1977.

Some questions that were raised regarding the vacation scheduling were clarified and it was agreed that employees would not be limited to one personal day per week, nor would they be limited to one day at a time. If the needs of the service permitted, these days could be scheduled back to back. It was also understood that remaining vacation, which was not scheduled in advance, could be used for this purpose and no change in area scheduling practices would be required.

If you concur with this understanding of the vacation schedule supplement attached to the Memorandum of Agreement, please counter sign and return a copy for our files.

Very trulu yours,

Orley Welker, Jr., Chairman JOINT COMMITTEE

R.P. Bolerjack Director of Labor Relations ILLINOIS POWER COMPANY

Vacation Scheduling

Local 51, IBEW
-Article V, Section (h)

Local 309-702, IBEW -Article XII, Section 13.08

Local 1306, IBEW 309 -Article VII, Section 8

It is understood that these sections pertaining to the scheduling of vacation will be administered as follows:

- All vacation, including up to a maximum of three (3) individual vacation days for those employees so eligible, shall be scheduled in accordance with the appropriate provisions of the Labor Agreement. Any individual days of vacation shall **not** be scheduled until all employees' vacation periods of five (5) or more working days have been scheduled.
- Request to change from vacation scheduled established prior to may 1, will require a reasonable notice and will not be allowed insofar as the needs of the service permit.
- Those eligible employees, who request to change their vacation schedule to include the use of new or different individual vacation days from their original vacation schedule, shall designate the date to be dropped from their original schedule at the time of such request.
- 4. Such date to be dropped shall be either:
 - a) one of the individual vacation days, or
 - b) the first or last day of scheduled five (5) working day vacation period from their original schedule.
- 5. After dropping such date the employee would not be required to reschedule his original vacation plan in order to maintain a minimum of five (5) working days in a vacation period as provided in Section (c).

Memorandum of Agreement 1981

Local 309

Columbia and Belleville are one point for bidding purposes with the provision that if Columbia becomes a district, Columbia would have point seniority at Columbia.

Local 702

The senior Gas Serviceman or Servicemen in the Sparta Gas Department will be assigned to the one-man service trucks, as needed, on a non-rotating basis.

Local 702

The Company agrees they will not shift Meter Readers among the Mt. Vernon Districts for the purpose of shifting overtime to or from a particular Mt. Vernon District.

June 3, 1986 Nancy S. Hayes Business Manager Local Union No. 1306, IBEW 220 S. Kruse Road Mt. Zion, IL 62549

Dear Ms. Hayes:

Given the present regulations ad technology, the Company believes lie detector tests are questionable regarding their reliability and accuracy. Therefore, the Company does not intend to incorporate such tests at any of its locations.

Sincerely,

Kim B. Leftwich Manager of Industrial Relations May 18, 2000

Jim Berger, LU 309 Assistant Business Manager IBEW Local 309 2000 Mall Street (Route 157) Collinsville, IL 62234

Don Woolridge, LU 702 Business Representative IBEW Local 702 106 North Monroe Street West Frankfort, IL 62896 Dominic F. Rivara Business Manager IBEW Local 51 301 E. Spruce St Springfield, IL 62703

Dear Sirs,

The Company continually reviews the effectiveness of its mobilization efforts when responding to out of area requests. We have discussed various methods of handling these situations in the past and are making the following commitment.

In those Service Areas that have an RCP, when soliciting employees for out of area problems available Construction employees will be offered the first opportunity to respond before Systems employees are contacted.

Sincerely,

J.P. Barud R.D. Pate Manager – Electric Operations Manager – Gas Operations

Cc: Operations Manager Central Dispatch

Rehabilitation, Follow-up Testing and Disciplinary Procedures

- 1. Twelve month follow-up testing shall be required of every employee who participates in a voluntary inpatient drug rehabilitation program.
- 2. Any employee who tests positive during the 12 month follow-up testing program identified in paragraph 1 will be discharged.
- 3. An employee who has <u>twice</u> participated in voluntary inpatient drug rehabilitation programs will be discharged if he tests positive <u>at any time</u> thereafter.
- 4. An employee who tests positive in any circumstance other than those specified in paragraphs 2 and 3 above shall, upon the first positive test, be suspended, without pay, for 15 working days, be required to participate in a remedial treatment program as recommended by EAP personnel and participate in 12 month follow-up testing. Any such employee will be discharged upon a second positive test, regardless of when that might occur.
- 5. Failure to comply with a mandatory remedial treatment program will result in discharge.
- 6. Refusal or adulteration of a sample of substitution of a sample will result in discharge.
- 7. Any employee who after notification of random testing claims a need to leave prior to delivering a urine sample (i.e., hospital emergency to one's self or immediate family) must provide sufficient proof of that emergency. This means the individual requires emergency medical attention or is facing a life-threatening situation. This definition would not include a routine doctor visit or consultation. Inability to furnish sufficient proof will result in sanctions at least equivalent to a positive test.
- 8. Rehabilitation or remedial treatment program will be considered "voluntary" if participation is requested by the employee at any time <u>prior</u> to receipt of actual notice of a drug test. Any employee who requests participation in EAP at the time he receives notice of a drug test or subsequent to such notice shall be required to submit to drug testing as scheduled and appropriate disciplinary action for a positive test result will be taken in accordance with paragraphs 2, 3 and 4 above.
- 9. Employees voluntarily participating in an inpatient drug rehabilitation program will be placed on sick leave provided that it is either the employee's first or second such participation. Sick leave benefits and medical expenses will be paid in accordance with the sick leave policy and Group Medical Plan respectively. Sick leave and medical expense coverage are not available for third and subsequent participations, nor would such participations be considered excused absence. Absences resulting from such participations would be subject to disciplinary action in accordance with Company attendance policy. Follow-up testing would be required and disciplinary action for positive tests would be taken in accordance with the Controlled Substance Policy.
- 10. Employees participating in a mandatory inpatient drug rehabilitation program will be placed in sick leave following completion of any applicable suspension period, and benefits during the remainder of the rehabilitation program would be paid in accordance with the sick leave policy. Medical expenses for rehabilitation (whether inpatient or outpatient) will be paid in accordance with the Company's Group Medical Plan throughout the period of rehabilitation, whether the employee is on suspension, sick leave, or at work.

(Signed) Date 3/11/93 John H. Browning Business Manager Local Union No. 51, IBEW

(signed) Date 3/15/93 Richard A. Anderson Business Manager Local Union NO. 1306, IBEW (Signed) Date 3/2/93 R. D. Febus Director-Labor Relations Illinois Power Company

(Signed) Date 3/23/93 James B. Moore Business Manager Local Union No. 702, IBEW (Signed) Date 3/19/93 Donald A. Hutchens Assistant Business Manager Local Union No. 309, IBEW

AMEREN JURISDICTION AGREEMENT 11/14/07 Amended 8-22-12 (to include Local 649)

Gas Issues

Emergency Callouts

Call the operating center where the problem exists first. If no one responds, the company may then go to the closest available source regardless of local union or company. If the responder from the affected operating center cannot arrive in a timely manner, the company may then go to the closest available source regardless of the local union or company.

Callouts for employees in the affected operating center will be in accord with the labor agreement or established callout procedures not changed by this jurisdiction agreement.

Emergencies during the day

Call the operating center where the problem exists first. If no one is available to respond timely, the company may then go to the closest available source regardless of local union or company until someone in the service area is available. If the responder(s) – one or more employees – can complete the work assignment, they will not be replaced unless the emergency work is projected to last an extended period of time past the normal working hours (extended period of time means in excess of sixty (60) minutes). In such case, the employees from the affected operating center shall be offered the overtime in accordance with their collective bargaining agreement.

Electric Issues

Emergency Callouts

Call the operating center where the problem exists first. If no one responds, the company may then go to the closest available source regardless of local union or company. If the responder from the affected operating center cannot arrive in a timely manner, the company may then go to the closest available source regardless of the local union or company.

Callouts for employees in the affected operating center will be in accord with the labor agreement or established callout procedures not changed by this jurisdiction agreement.

Emergencies during the day

Call the operating center where the problem exists first. If no one is available to respond timely, the company may then go to the closest available source regardless of local union or company until someone in the service area is available. If the responder(s) – one or more employees – can complete the work assignment, they will not be replaced unless the emergency work is projected to last an extended period of time past the normal working hours (extended period of time means in excess of sixty (60) minutes). In such case, the employees from the affected operating center shall be offered the overtime in accordance with their collective bargaining agreement.

Meter Reading (not applicable to IBEW Local Union 309)

In locations where both contractor and company employees read meters and there is a reduction in the workforce, the contractor will be eliminated.

Only one meter reader will read meters where both gas and electric services are provided by different Ameren companies.

Read throughs can be performed by one person.

In locations where meters are read by employees of different Ameren operating companies, vacancies in meter reading that the company elects to fill, will be filled on a rotating basis between the operating companies and local unions. It is the intent of the company to distribute the work as evenly as equitably as practical among the local unions

Tuscola Service Area

Before the company can utilize the jurisdictional relief for meter readers in Tuscola, it must bring all CILCO Tuscola meter reading in-house. The AmerenCIPS meter readers must be brought in-house no later than the completion of AMR in the Mattoon service area.

Meter readers from Tuscola can read any Ameren meter located in Tuscola service territory.

Any meter reader vacancy the Company elects to fill will be filled in the local where the vacancy exists. Any additional meter readers which the Company elects to add will be rotated between AmerenCIPS and AmerenCILCO.

It is the intent of the parties to distribute the work as equitably as practical among the local unions.

Substation and Relay

Utilize IBEW 309IP or 702IP substation electricians and/or relay technicians to perform routine and emergency substation relaying maintenance and construction activities at the Baldwin and Wood River power plants. This would allow the company to redefine this work such that the Maryville, Belleville and/or Sparta substation employees or the Belleville relay technicians be allowed to perform all of the work at these two locations.

Change area assignments as follows: Jacksonville substations may be served from Beardstown or Springfield, AmerenCILCO substations (Hammond, Bement) may be served from AmerenIP Decatur area, AmerenCILCO substations (St. Joseph, Sidney, Homer, Fairmont, Glover, Muncie) may be served from AmerenIP Champaign.

AmerenCILCO crews headquartered in Springfield may respond to emergencies in AmerenCIPS Western Division substations south of Springfield. The AmerenCIPS Virden substation may receive assistance from Springfield or may report to Springfield for greater facilities utilization (lifts, testers, parts).

By mutual agreement, Substation and Relay personnel from areas which have a reduced work load may assist areas with heavy construction or maintenance.

Gas Regulation

Personnel/Classifications

- ~ IP Regulator Repairman
- ~ CIPS Utilityman Journeyman Gas Technician
- ~ CILCO Journeyman Regulator/Fitter

Personnel can work together as necessary to perform the following activities which they currently all perform as part of their normal responsibilities. The activities would be limited to those responsibilities that are <u>common</u> between the different classifications at each of the companies.

- Pre-fabricate (welding and pipefitting normally done in a welding shop) regulator stations, industrial meter sets, and odorizer installations, and interconnect stations with interstate pipelines that have regulation, metering, and odorization. Pre-fabrication would consist of larger regulator stations (not farm-taps), larger industrial meter sets 11M in size and above, interconnect sites with odorization and orifice or ultrasonic metering.
- Assembly and installation of pre-fabricated regulator stations, meter sets, odorizers, and interconnect stations containing regulation, metering, and odorizers. Other than current practices or current contractual language, employees will not be required to work outside of their normal headquarters except by mutual consent.
- ~ Emergency response for odorizer, high pressure, low pressure, and other system pressure alarms on regulator stations, industrial meter sets and interconnect stations shall be done in accord with the gas emergency procedures as agreed to earlier in this document.
- ~ With mutual consent, move additional resources into an area for a special project(s); current examples would be installation of Mercury electronic recorder installations.
- With mutual consent, regulator station, odorization and industrial metering maintenance and inspection work. For example, the CILCO Springfield journeyman regulator fitter could perform regulator station inspections at Jacksonville. For example, the IP Champaign regulator repairman could perform CILCO regulator station inspections at St. Joseph. Another example would have a CILCO Springfield journeyman regulator fitter work with the IP Decatur regulator repairman to perform a regulator station inspection.

For purposes of this agreement, the following definitions apply:

Regulator Station

 Above ground facilities containing pipe, regulators, valves, fittings, relief valves, pressure recording equipment, etc.

Industrial Meter Set

~ Above ground facilities containing a meter, regulator, electronic corrector, valves, etc.

Odorizer

Odorizer is a self contained unit that injects odorant into the pipeline and is connected to the pipeline with small fittings/valves and stainless steel tubing; i.e., Swagelock compression fittings.

Storage Fields (Doesn't infringe on any work currently performed by AmerenIP Substation Electronic Technicians or any work currently performed by AmerenCIPS Network/Communications Technicians)

Share resources between Ashmore, Johnston City, and Centralia gas storage fields.

Share resources between Glasford, Lincoln, Sciota, Shanghai.

If gas storage and gas regulation employees are assigned out of their normal location / division, an employee will commute to and from the work location on company time.

By mutual agreement, the company may headquarter out an employee for a project or other work assignment that is outside of his normal location / division.

Employees may be headquartered out in their normal location / division if those provisions already exist with their labor agreement.

Fleet

In general, any in-house mechanic may be assigned to respond to any emergency during normal working hours in any of the three operating companies. (This does not supersede the Mechanic Personnel Working Across 309 Jurisdictional Boundaries Agreement dated October 4, 2007).

Example 1: Lincoln (CILCO) unit breaks down in the northern part of its territory. It would make sense for the Bloomington (rp) mechanic to respond to the service call. Lincoln staffs a 2nd shift mechanic only and the vehicle in need of repair is closer to the Bloomington garage. This example covers areas that both have Ameren in-house mechanics.

Example 2: Any CIPS 702 units could be repaired by Ameren staffed mechanics in 702 territories. This would generally happen in areas that are in close proximity to an IP or CILCO garage. This example covers 702 CIPS areas that do not have Ameren in-house mechanics. These jobs currently are outsourced.

Perform Preventive Maintenance on CIPS 702 equipment at individual operating centers where advantageous. This work is currently outsourced. It is not the company's intent to perform all PM's with in-house mechanics.

Metering

The company may optimize and balance the gas and electric meter shop work between Peoria and Decatur depending on staffing, work load, and geographic location. For example, ship Springfield gas and electric meters to Decatur or ship Galesburg, LaSalle, and Kewanee gas and electric meters to Peoria.

Metering technicians assigned to the Alton Service Center may be assigned the following work in the Jerseyville service area: respond to metering emergencies or safety issues and perform meter installation accuracy verification.

Metering technicians from Division II may be assigned to train new metering technicians, respond to emergencies or safety issues and perform post meter installation accuracy verification.

Upon mutual agreement, the company may utilize poly-phase metermen across divisional, legal entity or local union affiliation jurisdictional boundaries to optimize and balance the staffing against the workload e.g. Galesburg to Peoria (or vice versa) or pick up Jacksonville from Beardstown or Springfield.

Upon mutual agreement, the company may be able to remote site poly-phase metermen at any Ameren OC regardless of the OC's legal entity affiliation.

Stores

- 1. CIPS Marion can supply IP crews in Harrisburg.
- 2. CIPS Mattoon or IP Champaign can supply CILCO crews reporting to Tuscola.
- 3. CIPS Beardstown or CILCO Springfield can supply IP crews in Jacksonville.

Telecommunications

CIPS Communication Technicians may be assigned to work on any Ameren property within their divisional jurisdiction so long as the work being performed is not currently done with bargaining unit people. In addition, by mutual agreement the employees may be assigned work outside of their divisional jurisdiction.

ELDORADO AND HARRISBURG

Combining Eldorado and Harrisburg

Employees reporting locations will remain at Harrisburg and employees may assist each other as follows.

Emergency call outs will be done using the following protocol:

- IP Eldorado area
 - 1st call IP Eldorado then CIPS Harrisburg then closest available regardless of company or union.
- CIPS Harrisburg area
 - 1st call CIPS Harrisburg then IP Eldorado then closest available regardless of company or union.

^{*}Callouts will be performed in the manner that is established in the area.

**For the purpose of applying this article CIPS Harrisburg Employees and IP Eldorado Employees will be considered the same.

Other work

Crews may assist each other under the following conditions:

Crews in the Harrisburg and Eldorado areas will not be split, but can be combined. Any combination of crews will consist of a minimum of one (1) foreman from each company. If crews are combined the foreman in charge of the crew will come from the service area in which the work is being performed. All upgrades will be in accordance with the CBA's.

HOMER AND CHAMPAIGN

Due to the closing of the Homer AmerenCILCO Service Center, the following will be administered as follows:

- Move all 6 employees to the Champaign AmerenIP Service Center.
- All would become AmerenIP employees.
- Employee's seniority will be slotted where it falls into the Champaign AmerenIP seniority list.
- On a non-precedence setting basis, the Company will designate an AmerenIP RCP crew.
- o Kevin Cagle will be the Foreman; Karl Harris and Tony Cook Lineman.
- Rick Hepler and Roger Oakes will become Troubleman-Outlying.
- Rick Hepler will keep his truck in the St. Joseph Substation.
- Roger Oakes will keep his truck in the Tolono Substation.
- Matt Moore will retain his seniority as an AmerenIP employee and will exercise his seniority if he chooses to return to the bargaining unit from his leave of absence.
- All 6 employees will be allowed to use their total seniority for future job bids.

It should also be noted that for any future involuntary transfers, the employee's seniority will slot into the new service center.

Emergency call outs for Catlin, Oakwood, Fairmount and Jamaica will go to Danville AmerenIP after Rick Hepler is called. After hours crew work shall also come from Danville for these towns. All other AmerenCILCO Homer Service Center towns will go to Champaign AmerenIP, after Rick Hepler or Roger Oakes are called for their respective areas.

JACKSONVILLE & BEARDSTOWN / WHITEHALL

- Jacksonville Employees Headquarters will remain the same
- At a later date, the company may close the Beardstown Operating Center, the Whitehall
 Operating Center and transfer the Virden gas journeyman to Jacksonville. The effects will be
 negotiated with the Union.

- Emergency Calls will be handled as follows:
 - O Utility where emergency exists will be called first, then the neighboring utility (Jacksonville, Beardstown or Whitehall) then closest available callout list will be utilized.
 - o Callouts will be performed in the manner that is established in the area.
 - o Calls after or before starting and quitting time will be first offered to the service area the emergency exists in.
- Normal Operations will be handled as follows:
 - o For straight-time work assignments, Local 51 IP employees assigned to the Jacksonville Service Area and Local 702 employees assigned to the Beardstown Headquarters may be assigned to perform work in either area during straight time working hours.
 - o Crews may assist each other under the following conditions:
 - Crews in the Jacksonville and Beardstown areas will not be split, but can be combined. Any combination of crews will consist of a minimum of one (1) foreman from each company. If the crews are combined the foreman in charge of the crew will come from the service area in which the work is being performed. All upgrades will be in accordance with the CBA's.

In exchange for the above relief on jurisdiction the Company agrees to do the following:

- 1. The Company agrees to wage parity. Wage parity is defined as the highest wage rate of those classifications of employees who the oversight committee agrees perform the same work (the AmerenIP RCP classifications are not considered common to any other classification and therefore are not a consideration for wage parity comparisons). Wage parity will be implemented in a two step procedure with the first step becoming effective July 1, 2008 and the second step being phased in effective July 1, 2009.
- 2. The Company agrees to a pension enhancement for AMEREN / CIPS employees. The proposed lump sum payment will be considered as 401k eligible compensation and may be contributed to the employee's 401k plan in accord with the plan provisions.
- 3. The Company agrees that there will be no layoffs during the term of the agreement per the contract provision.
- 4. The Company agrees to fill a gas position, journeyman or apprentice, at Jacksonville IP Local 51.
- 5. The Company agrees to fill an in house meter reader at Jacksonville IP Local 51.
- 6. The Company agrees to replace Dave Dobson's position if his employment is terminated for any reason. (per the outcome of the Pennell Arbitration)
- 7. Any changes in assignments under this jurisdiction agreement will not result in the expansion or contraction of jurisdiction of any local union.
- 8. Any claim for restitution for missed overtime opportunities will be subject to each applicable collective bargaining agreement.

- 9. Under this agreement, the term "mutual agreement" means an agreement between the Manager or his designee for the employer and the Business Manager or his designee for the union.
- 10. When an employee responds or works across jurisdictional lines, he will work under the safety rules and work rules applicable to his collective bargaining agreement.
- 11. The company and the unions agree to establish an Oversight Committee to address issues that arise from the implementation of these jurisdictional matters.

The committee will be comprised of one (1) representative each from Local 51, 309, 702, and 649 and four (4) representatives from the Company. This committee will meet as needed with the authority to resolve problems. Any member of the Oversight Committee may request a meeting of the committee. Any recommended changes or additions to the jurisdictional agreement are subject to acceptance by the company and the unions. (It is recommended that this committee be comprised of people who are directly involved in the negotiation of the jurisdictional agreement) In the event the Oversight Committee cannot resolve an issue, the issue may be submitted to the grievance procedure under the collective bargaining agreement where the dispute exists. Alternative dispute resolution methods may be utilized if mutually agreeable to the parties involved.

12. IBEW Local 649 is added to this document with ratification of the 2012 contract.

2012 Division Jurisdiction Agreement

A. Ability to utilize resources to provide best customer service and meet SB 1652 (MAP) objectives during regular working hours. Division optimization-related issues.

1. Work Assignment Flexibility

- a. During normal working hours (Monday-Friday 7:00 am 4:15 pm) and job continuation hours, qualified employees may work anywhere within their Division boundaries regardless of Local Union affiliation.
- b. Training, overtime and emergency work assignments will continue to be assigned as established in the current labor agreements.
 - i. Prearranged and emergency overtime will be offered in the operating center which the work exists.
 - ii. The Company may prearrange overtime, without regards for the callout list, for crew members that have worked on a particular project and who must complete the job before or after hours.
- c. The Company may assign tapping and stopping personnel for Mueller C136 equipment to any/all areas of AIC. For outside Division assignments the Company will seek qualified volunteers.
 - i. The Company will commit to train and qualify Tapping & Stopping GTS personnel in each Division.
 - ii. The Company will commit to train and qualify three minimum personnel on Tapping and Stopping in CILCO territory on Mueller C136 equipment from the Division.
 - iii. In legacy CILCO, Tapping & Stopping will be performed by Division personnel. Larger than 12" pipe diameter can be performed by contractors.
 - iv. The Company will commit to utilize the closest GTS employees on Tapping and Stopping work unless resident crew is engaged with critical Compliance or Emergency work.
 - v. When employees are assigned to work outside the Division, employees will receive an additional \$2.50 per hour premium.
- d. All AIC Work Assignments are subject to the following conditions:
 - i. Employees shall follow their established safety rules. Should a conflict be noted or arise as the job proceeds, the job should cease and the supervisor in charge of the job called to resolve the dispute so the job may be completed in a safer manner.
 - ii. Employees shall follow their respective labor agreement. Any conflict or dispute that should arise as a result of following each employee's labor agreement shall be referred to the supervisor in charge of the assigned job for resolution.
 - iii. Employees from more than one legacy Company may be assigned to form a crew. No person shall lose pay by being assigned to a mixed crew. The crew leader/foreman from the jurisdictional area in which the work is being performed shall be in charge of the job unless otherwise mutually agreed to by the crew members. In all other situations departmental seniority shall prevail.

2. Headquartering Out Flexibility:

- a. When employee(s) are required to travel more than a 50-mile radius from their normal headquarters location and the job assignment will require multiple days to complete, the Company may require the employee(s) to headquarter out.
- b. If headquartered out, lodging will be provided or reimbursed for reasonable expenses. Each employee shall have their own room at mutually acceptable lodging facility. Meals will be addressed according to the meal section of this labor agreement. In lieu of lodging, meals and expenses, employees shall receive a per diem of \$75.
- c. Employees assigned to a job involving headquartering out will report to their home headquarters location on the first day of the job assignment (usually Monday) at the normal start time, and end the week's assignment back at their headquarters location at or before their normal quitting time on Friday. For the other days of the assignment, employees will report to and start time at a mutually-agreed location which may include a substation, OC, hotel, job site or other location.
- d. Work days while headquartered will be offered at ten (10) hours per day.
- e. An employee will not be required to headquarter out more than 45 work days per year, exclusive of emergency work, without mutual agreement of the employee(s) and Management.
- f. When headquartered out, employees will receive a \$2.50 per hour premium for all hours worked.
- g. Employees assigned to a job involving headquartering out will be given 4 work days notification, unless by mutual agreement a shorter notification is agreeable.
- h. When headquartered out, an employee will not be eligible for overtime callouts from the employee's normal headquarters. They shall remain on the callout list until normal start time on Monday and shall be put back on the callout list at quitting time on Friday. Emergency overtime request calls to the employees remaining in the department that are not accepted will not be counted in calculating the employees' acceptance rates. However, calls that are accepted will be counted toward the employees' acceptance rate.
- i. Selection of volunteer employees to headquarter out will be handled in accordance with the respective collective bargaining agreement(s). If an insufficient number of employees volunteer for the assignment, employees will be forced from the applicable lists by reverse seniority.

3. Other Stipulations

- a. Absent mutual agreement, any change in existing Division boundaries will not affect this agreement.
- b. The Company agrees that it will not concurrently layoff, attrit, reduce the rate of pay, or require a permanent move to another reporting location of any employees on the seniority list who regularly performs such work, as a direct result of this agreement.
- c. Those employees assigned to RCP crews shall follow their current labor agreement provisions and provided the lodging options available in paragraph 2b above.
- d. Any issues that may arise under this agreement will be addressed by the Oversight Committee.
- e. This agreement shall become effective on the date of ratification of the contract and shall remain in effect until June 30, 2026.

Driver's License (CDL)

Dear System Council,

This letter shall serve to confirm the parties agreement reached during the 2012 contract negotiations.

The primary purpose of this side letter is to ensure that the Company and its co-workers are in full compliance with applicable law. Any requirements and/or actions that will be taken may vary depending upon whether the affected employee holds a CDL license and drives a company-owned commercial motor vehicle ("CMV"); or whether the co-worker does not hold a CDL and drives company-owned vehicles that do not qualify as a CMV.

In the event that an Ameren Illinois ("Company") bargaining unit member's duties include driving a Company-owned vehicle or personal vehicles on Company business, and has his/her driving privileges restricted or suspended due to a violation, this letter shall explain the requirements and/or actions.

Additionally, this side letter has been developed in order for the Company to fully comply with all applicable laws governing alcohol-related driving offenses as well as license suspensions, revocations and also restrictions for other reasons related to driving laws. This side letter applies to all Union Employees with the exception of new hire first and second year apprentices which have no rights under this letter and the Company's CDL CMV policy. In addition, as far as probationary employees are concerned, the future of their employment with the Company will depend upon the co-worker's job performance, attendance, general record, skills and abilities as demonstrated at work. After such evaluation of a probationary employee, the policy may then be implemented as set forth below or the employee may be subject to the terms allowed within the specific CBA as a result of a single violation of applicable law. However, all circumstances surrounding the incident/violation will be considered prior to making a final decision on a probationary employee.

I. CDL Holders

- A. The U.S. Department of Transportation, Federal Motor Carrier Safety Regulations, Part 383, states that each person who operates a commercial motor vehicle and has a CDL and is convicted of any type of motor vehicle violation, whether state or local law (other than a parking violation), in any type of motor vehicle, must notify the Company of such conviction. The notification must be made in writing and contain the following information:
 - 1. Driver's full name
 - 2. Driver's license number
 - 3. Date of conviction
 - 4. Indication as to whether the offense was in a commercial motor vehicle
 - 5. The specific offense and any suspension, revocation, or cancellation of driving privileges resulting from the conviction
 - 6. Location of the offense
 - 7. Driver's signature

- B. Any driver who drives a CMV and has a CDL, who receives a driver's license suspension, revocation, lost privilege, or disqualification must notify the Company before the end of the business day which the co-worker receives notice of such suspension, revocation, lost privilege or disqualification. Should the employee fail to do so, and then continues operation of a CMV the Company will have the right to terminate employment.
- C. CDL holders who have an alcohol related driving offense and receive a Statutory Summary Suspension ("SSS") are absolutely prohibited from operating Company-owned commercial motor vehicles at all, for any reason, during the period of SSS. It is absolutely essential that any co-worker receiving an SSS notify the Company immediately. Then, effective immediately the employee will not be permitted under any circumstances to drive a Company-owned CMV.

For the first such offense, if a co-worker is able to report to work, the Company may reassign the co-worker to a position performing alternative work (within their normal classification if possible), which will be at the pay rate designated for that type of work. If necessary, it may be at a lower pay rate or in a different location.

There may be situations where no such reassignment is possible, and then, alternative assignments outside of the employee's normal classification may be considered. If this occurs, it will be based on legitimate non-discriminatory factors.

If the co-worker is unable to secure the legal right to operate a Company-owned CMV during this period, the co-worker's employment will be continued for a maximum total of twelve (12) months beginning from the first date of disqualification.—Pay and benefits will be at the rate prescribed for that contractual position. If the co-worker does not bid into an alternative position that does not require the operation of a CMV, or is unable to secure the legal right to operate a CMV by the expiration of said twelve (12) month period; the co-worker will then be placed on a disciplinary suspension. During this suspension period, the employee will have up to an additional ninety (90) days to get a driver's license, work-related driving permit or be awarded a position that does not require a CDL or the Company has the right to terminate employment.

D. Any CDL holder who receives more than one alcohol-related driving offense on their record at any time during their life is prohibited by Illinois law from operating a CMV at any time for life. If any co-worker receives more than one such violation during his lifetime, and loses his CDL driving privileges for the first six (6) months after the violation, the Company will accommodate the co-worker by allowing him/her to perform work (within their normal classification of work if possible) that will not result in violation of applicable law and his/her pay and benefits will continue at the same rate as in effect prior to the violation; provided, however, the co-worker may exercise bidding rights during this time period to bid into any open position for which the coworker is qualified; and one which the co-worker has the legal right to perform (i.e., if the position involves driving a non-commercial vehicle, the co-worker must have the legal right to drive such a vehicle or their personal vehicle on Company business under applicable State and Local law). If the co-worker bids into such a position, the co-worker's pay and benefits will be as set forth in the bid specifications for that position in which the coworker will remain until and unless the co-worker later bids into some other position for

which they are qualified and legally able to perform pursuant to the normal bidding process, or the co-worker's employment, position, or status otherwise is modified or terminates_employment for a reason.

- E. If the co-worker who receives a second alcohol-related violation during his lifetime does not, during the six (6) months after the second violation, either receive reinstatement of his CDL driving privileges (in which case he would be reinstated to his former position where applicable), or successfully bid into another position, the co-worker will be placed on an unpaid disciplinary suspension for a maximum of six (6) additional months. During this period the co-worker will receive no pay but may exercise bidding rights into any open position for which the co-worker is qualified. It must be one which the co-worker has the legal right to perform and if the co-worker bids into such a position, the co-worker's pay and benefits will be as set forth in the bid specifications for that position. This position is where the co-worker will remain until, and unless, the co-worker later bids into some other position for which they are qualified, and legally able to perform, pursuant to the normal bidding process, or the co-worker's employment, position, or status otherwise is modified or terminates employment for a reason.
- F. As set forth above, any CDL holder who has driving privileges restricted, suspended, modified, or revised in any manner, that prohibits the co-worker from legally driving a Company-owned CMV (even if not alcohol-related) must immediately notify supervision. The co-worker will then be given sixty (60) days to obtain approval from the State and the court to drive a CMV for work purposes. If the co-worker is unable to obtain such a permit, then the co-worker will be subject to the provisions of (D) and (E) above (i.e. the co-worker must either obtain the ability to legally operate a CMV within 12 months after the restriction, or bid into an alternative position within said 12-month period or the Company will have the right to terminate employment.

II. Non-CDL Holders Who Drive Company Vehicles

A. Non-CDL holders, who drive Company-owned vehicles or their personal vehicle on Company business that are not commercial motor vehicles, also are required to notify the Company immediately upon receipt of any limitation, suspension, restriction or revocation of driving privileges for any reason. Such co-workers are absolutely prohibited from driving Company-owned vehicles or their personal vehicle on Company business at any time that would violate the applicable restrictions.

In Illinois, a non-commercial motor vehicle driver who is required by law to drive only vehicles with a Breath Alcohol Ignition Interlock Device ("BAIID") during Statutory Summary Suspension ("SSS"), and who drives a vehicle without a BAIID commits a class 4 felony. Co-workers with this restriction, accordingly, must obtain a work exemption approved by a judge authorizing the individual to drive Company-owned vehicles not equipped with a BAIID for purposes of employment within sixty (60) days of the imposition of the restriction. If unable to do so, the co-worker can bid into another position for which he/she is qualified, and will be provided with up to twelve (12) months to bid into a position in accordance with the applicable collective bargaining agreement for which he/she is qualified. Pay and benefits will be at the rate prescribed for that position and maybe in a different location.

If the co-worker's driving restrictions are subsequently removed then the co-worker may bid into any available position for which he is qualified pursuant to the terms of the applicable collective bargaining agreement. If the co-worker is unable to secure the legal right to operate a motor vehicle by the expiration of said twelve (12) month period; the co-worker will then be placed on a disciplinary suspension. During this period the employee will have up to an additional ninety (90) days to get a driver's license, work-related driving permit, or be awarded a position that does not require a driver's license.

B. If the co-worker is not subject to the requirement that he or she have a BAIID in his/her vehicle, but for any other reason relating to license restriction, suspension, etc., cannot lawfully operate a Company vehicle or their personal vehicle on Company business; he/she will be given sixty (60) days to obtain, from a court documentation, authorization for the co-worker to lawfully drive a Company-owned vehicle. If he or she is unable to do so, the co-worker can bid into another position for which he/she is qualified, and will be provided with up to twelve (12) months to bid into a position in accordance with the applicable collective bargaining agreement, for which he or she is qualified. Pay and benefits will be at the rate prescribed for that position and may be in a different location. If the co-worker's driving restrictions are subsequently removed, then the co-worker may bid into any available position for which they are qualified pursuant to the terms of the applicable collective bargaining agreement.

If the co-worker is unable to secure the legal right to operate a motor vehicle by the expiration of said twelve (12) month period; the co-worker will then be placed on a disciplinary suspension, and have up to an additional ninety (90) days to get a driver's license, work-related driving permit, or be awarded a position that does not require a driver's license.

C. Non-CDL holders who drive a Company-owned non CMV or their personal vehicle on Company business who have a second instance of driver's license revocation, limitation, restriction or suspension that would restrict them from lawfully driving a Company owned vehicle or their personal vehicle on Company business will be given the opportunity to transfer to any open position for which the co-worker is qualified as long as it would not require operation of a Company-owned motor vehicle or their personal vehicle on Company business, and would require only work that the co-worker has both the experience and qualifications to perform, as well as the legal right to. The co-worker's employment will be continued for a maximum total of six (6) months (beginning from the first date of disqualification) in an alternative position. Pay and benefits will be at the rate prescribed for that position, and may be in a different location. After the initial six (6) month period, the co-worker will then be placed on a disciplinary suspension, and have up to an additional six (6) months to get a driver's license, work-related driving permit, or be awarded a position that does not require driver's license.

Nothing in this side letter will be construed to give any co-worker, so affected, any greater contractual rights than they would have in their specific collective bargaining agreement.

Nothing in this side letter supersedes, replaces, or in any way affects the Company's rights and/or authority relating to any Company policy or contract language relating to drug and/or alcohol usage, other than those specifically covered herein.

If the above is consistent with your understanding of the parties agreement; please signify your acceptance by executing below.

Sincerely,

Jay Houvenagle

Ameren Illinois FR Clothing Provision Applicable to all Contracts October 15, 2012

FR Clothing

This letter shall serve to confirm the parties' understandings and agreements made during the 2007 and 2012 contract negotiations and revised in 2015 to reflect FR pants requirements, and in 2022 to reflect new allowance amounts, regarding the Ameren Illinois ("Company") Flame Resistant/Retardant Clothing (FR Clothing) Program. It was agreed as follows:

- 1. The Company will furnish IBEW Local Union 309, 702, 649 and 51 represented employees FR clothing from a list of suppliers selected by the Company under the following conditions:
 - A. The FR clothing will be furnished to all electrical employees and to those gas employees whose classification requires them to wear the FR clothing.
 - B. Employees must wear the FR clothing at all times when they are at work.
 - C. Employees who are subject to the FR Policy will receive an initial allowance of \$1550.00 (unless this amount is increased) to be redeemed towards the procurement of Amerenapproved FR Apparel when they first become eligible for the Protected Apparel Program. The employee will receive an annual allowance of \$750.00 (unless this amount is increased) to be redeemed towards the procurement of replacement/addition of Amerenapproved FR Apparel. Ameren Illinois employees are allowed to have no more than \$600 allotment in their account on December 31 of any year.

Legacy CIPS 702, CIPS 309 and CIPS 649 who are not required to do any electric work will receive \$450 annually and \$900 for new hires

The Company agrees to discuss with the union the approved FR Apparel catalog and the pricing of FR Apparel. The Company retains the right to make all final decisions and approval regarding the content of the catalog and pricing offered by the supplier(s).

- D. Employees will be permitted to select one supplier from the list of suppliers established by the Company to satisfy their clothing purchases. Employees will be allowed to transfer their unused balances during this initial enrollment only. Following the initial selection, employees will be allowed to change selection if a new FR provider is added. An employee forfeits any unused money in the account of the supplier he is changing from. After discussion with the Union, The Company retains the right to change supplier(s) at any time in accord with the side letter dated August 20, 2007.
- E. In the event OSHA mandates additional FR clothing that must be worn by employees, the Company will negotiate with the Union over the effects of such requirements.
- 2. Employees are required to observe and abide by all requirements of the Ameren Energy Delivery Protective Apparel Policy.

Sick Leave

A Benefit for Bargaining Unit Employees of Illinois Power Company

Number of Days

Sick Leave Plan for Employees Who are Members of Bargaining Units:

Regular (continuously employed) employees with six (6) or more months of service with the Company shall receive sick leave payable at 90% of the regular rate of pay and sick leave payable at 60% of the regular rate of pay under the following conditions:

1. Effective with the employment anniversary, sick leave allowances shall be as follows:

ramber of Days							
Annual Accrual at		Maximum					
Anniversary Date		Accumulation					
Completed Service	90% Pay	60% Pay	90% Pay	60% Pay			
6-23 months	15	15	15	15			
24 – 35 months	30	30	40	40			
3 – 9 years	40	40	80	80			
10 – 19 years	40	40	90	90			
Over 20 years	40	40	100	100			

- 2. Sick leave after the first scheduled work day of an illness shall be paid for subsequent work days of such illness from the accumulated balance in the first bracket. In the event that accumulated sick leave in the first bracket is not sufficient to cover illness after the first scheduled day of each illness the employee shall receive additional days of sick leave from the balance accumulated in the second bracket. If upon return to work an employee finds within seven (7) calendar days that he must again be absent due to insufficient recuperation from his illness the one (1) day waiting period will not again be applied.
- 3. Doctor's appointments related to a major illness (FMLA Qualifying), hospitalization, or outpatient surgery will be allowed under the sick leave provision of the Agreement. Vacation hours (increments allowed per the contract) taken for these appointments only may be considered towards the sick waiting time
- 4. Any used sick leave in each bracket is to be deducted from the cumulative total in such bracket and the balance allowed to reaccumulate in each bracket at the rates set forth in Paragraph No. 1 above.
- 5. Sick leave will not be allowed in cases where illness results from venereal disease, injuries sustained while engaged for hire by another employer, for elective cosmetic surgery or from basic persistent causes. Mental illness will be covered the same as physical illness.
 - Sick leave will be allowed for inpatient alcohol detoxification or drug rehabilitation when medically prescribed under the auspices of the Employee Assistance Program. Use of sick leave

- for these purposes will be limited to a total of two occurrences in a career. An admittance to an inpatient facility will constitute one occurrence when there for alcohol or drug treatment.
- 6. Employees may use up to 80 hours per calendar year of their current sick leave bank, if available, for leave from work to care for a family member who has a medical condition ("Paid Family Medical Leave"). Caring for a family member includes transporting the family member to and from a medical appointment related to the medical condition. The use of this Paid Family Medical Leave will be administered per current sick leave language. Medical documentation related to the family member's medical condition must be provided when requested. Failure to provide the medical documentation when requested will result in the Paid Family Medical Leave being denied. For purposes of this provision, "family member" exclusively includes the employee's: parent, biological or adopted child, spouse, domestic partner, biological or adopted grandchild, or grandparent. This Paid Family Medical Leave will run concurrent with FMLA leave, to the extent FMLA is applicable to the need for the leave, but will not run concurrent with any other paid leave for family members (i.e., Local 702 hospitalization). This Paid Family Medical Leave, a benefit to the employees, has been negotiated and duly bargained with the Unions representing the employees and shall be the full amount of paid leave available to employees for the purposes of caring for a family member with a medical condition, notwithstanding state or municipal laws that may otherwise provide for other similar types of paid leave.
- 7. Sick leave with pay may be reduced or entirely eliminated for an employee if, upon impartial investigation, it is found that the privilege is abused. Before the Company will revoke or reduce the sick leave privilege of any employee, they will contact the Business Manager of the Union to which he belongs. The will provide the Business Manager with all the information they have accumulated, and the results of any investigations they have conducted that have led them to the decision to revoke or reduce the employee's sick leave.

The union will have the right to accept the Company decision based on the information supplied or may grieve the matter, if they do not agree with the Company decision.

8. It is understood that short term sick leave ends upon long term disability eligibility. Once long term disability ensures, vacation, holidays pension, etc. all cease to accrue.

Absence Standards October 15, 2012

Employees Covered: This Standard applies to all represented employees covered under the former AmerenIP Labor Agreements.

Effective Date: This standard shall become effective for the 4th Quarter 2012 review period.

A. Purpose

The purpose of this standard is to reduce the rate of absenteeism of all covered employees by eliminating abuse. Regular attendance is essential to Ameren's success. Employees have the obligation to report regularly and on time for work. Excessive absenteeism and tardiness are a disservice not only to Ameren, but to other employees who must perform the work not being performed by the absent employee. Excessive absenteeism and tardiness will be reviewed on a case-by-case basis with the assistance of Labor Relations and business unit leadership and in accord with the IBEW/Sick leave Agreement set forth below

1. Sick leave with pay may be reduced or entirely eliminated for an employee if, upon impartial investigation, it is found that the privilege is abused. Before the Company will revoke or reduce the sick leave privilege of any employee, they will contact the Business Manager of the Union to which he belongs. They will provide the Business Manager with all of the information they have accumulated, and the results of any investigations they have conducted that have led them to the decision to revoke or reduce the employee's sick leave.

The Union will have the right to accept the Company decision based on the information supplied or may grieve the matter, if they do not agree with the Company decision.

B. Definitions

The following definitions apply to terms used in this standard:

1. "Absence" shall mean an absence or tardiness from work during an employee's regularly scheduled working hours. Time away from work for any of the following reasons shall not be deemed an "Absence" for purposes of this policy: military leave, funeral leave, duty rest, blood donation, New Parent Leave, Worker's Compensation Leave, Vacation/PPT, Family Illness Leave, union business, elections (Federal, State & local), FMLA, or a serious health condition of the employee that would qualify the employee for FMLA that results in a continuous absence until the employee qualifies for long-term disability, domestic violence leave, authorized

- leaves of absence and long-term disability. The period of an Absence will be calculated to one-tenth (1/10) of an hour.
- 2. "Quarterly Absence" means the sum of Absences as defined by B.1, by an employee during a calendar quarter..

C. Quarterly Absenteeism Standard

- 1. Quarterly Absence of more than 16 hours will initiate a review of an employee's absenteeism record. Reports identifying employees exceeding this rate will be sent to appropriate supervisors and Ameren Illinois Company Leadership Team members. The report will indicate the employee's Quarterly Absence and Annual Absence along with other information pertinent to the employee's absences.
- 2. <u>Unpaid Absences:</u> If the employee's Quarterly Absence is more than 16 hours for unpaid absence from the workplace, and the employee's Annual Absence is more than 64 hours, appropriate progressive disciplinary action shall be taken by supervision.
- 3. <u>Paid Absences:</u> If the employee's Quarterly Absence is more than 16 hours for paid absence and the employee's Annual Absence is more than 64 hours, the supervisor should conduct a review of the employee's absence record to determine if a pattern of absence abuse exists. If a pattern is identified, appropriate corrective action should be taken

D. Quarterly Review Process for Absenteeism

Within two (2) weeks after receiving the report referred to in Section C.1. above, supervisors shall take appropriate action pursuant to Section C.2. or C.3. All such actions taken must be appropriately documented. Before such action is taken, supervisors shall determine that all absences and time away from work for the reasons deemed not to be an absence per Sec. B. 1. are coded properly.

If the conditions of Section C.2. or C.3., above are met, appropriate action should typically follow a progressive corrective action plan such as counseling, verbal warning, written reprimand, benefit reduction or elimination, suspension, and termination. Supervisors must review each situation on a case-by-case basis with the assistance of Labor Relations and business unit leadership and in accord with the IBEW/Sick Leave Agreement set forth in Sec. A above.

When determining the appropriate corrective action to be taken pursuant to Sec. C.2. or C.3., the number of quarters that have occurred previously without exceeding the Quarterly Absenteeism Standard may be considered. For example, if an employee has received a written reprimand for being above the Quarterly Absenteeism Standard for a quarter, followed by three quarters below the Quarterly Absenteeism Standard, and in the fourth quarter is above the Quarterly Absenteeism Standard, appropriate corrective

action may be the issuance of a second written reprimand instead of a more severe disciplinary action, such as suspension.

E. Verification

- 1. Employees wishing to ensure that their time away from work due to their own illness or injury is not counted as an absence as defined in Sec. B.1., above (i.e., when they are away from work for FMLA Leave, a serious health condition of the employee that would qualify the employee for FMLA or that results in continuous absence until the employee qualifies for long-term disability), are required to provide verification for any such time away from work. Such verification may be a doctor's note or medical certification.
- 2. The verification required by Section F.1. shall meet the following minimum criteria:
 - a. Written on a pre-printed form indicating the physician's name (or clinic or practice), address and telephone number;
 - b. Approximate duration of employee's illness;
 - c. Date released to return to work;
 - d. Release status, i.e. full release to work or work with restrictions; and
 - e. Signed and dated by a state-licensed physician.
- 3. Employees shall not prepare the verification for the physician's signature.
- 4. Failure to provide timely and satisfactory verification may result in such time away from work being treated as an absence as defined in Sec. B.1., above.

Approved by:
Jay R. Houvenagle
Manager – Labor Relations

October 13, 1994

Mr. James R. Berger Assistant Business Manager Local Union No. 309, IBEW 2000 Mall St (Route 157) Collinsville, IL 62234-1897

Re: M. Oller Grievance Belleville Area

Dear Mr. Berger:

The Company and Union met at the third step to discuss the above-referenced grievance on September 20, 1994. It was agreed that the situation involved here is a rare occurrence.

After considerable discussion, it was agreed that Article VII, Section 7.02(b) will be administered in the Garage Department as follows:

When an employee is given less than 24 hours notice of a shift change, they will move into the new shift at straight time. The employee will have the option of also working their normal shift at time and one-half on the first day only of the new shift. On the second day the employee will work the new shift at straight time. The Company will have the option of allowing the employee to also work their normal shift at time and one-half.

When an employee is given at least 24 hours but less than 48 hours notice of a shift change, they will move into the new shift at straight time. The Company will have the option of allowing the employee to also work their normal shift at time and one-half.

It is further understood that the intent of this settlement allows the Company to give notice of a shift change for an employee's next calendar work day provided there is at least an 8 hour break between shifts.

Whenever the 48 hour notice contained in Article VII, Section 7.02(b) is satisfied, this agreement will not apply. This agreement will only apply in the Garage Departments throughout the Local 309 and 702 territory. Please sign below and return two (2) copies to indicate your acceptance.

Sincerely, M.A. Schultz Regional Director-Labor Relations

MAS/sjo

James R. Berger Assistant Business Manager Local Union No. 309, IBEW James B. Moore Business Manager Local Union No. 702

Belleville Storeroom Agreement Illinois Power And IBEW Local #309 June 2, 2003

Illinois Power and IBEW Local Union # 309 agree to a shift change for Storehouseman supporting the Belleville Storeroom. This change will provide more efficient support and coverage to the Belleville systems operations and to the construction department. This shift change is limited to the following terms and conditions.

- a. This agreement is limited to Storehousemen in the Belleville Storeroom.
- b. Two Storehousemen will work from 7:00 AM to 3:00 PM with a 30 minute lunch period per agreement dated 11/7/96. One (1) Storehouseman will work from 9:00 AM to 5:00 PM with a 30 minute lunch period. These individuals will be paid eight (8) hours for working these eight (8) hours shifts.
- c. The storehousemen will eat lunch at such times that allows/ensures the continues operation of the storeroom.
- d. When coverage due to absence is desired, coverage for that particular shift will be offered based on seniority. Thereafter, any remaining shift may be filled with Mr Donald Murdock per the grievance settlement dated March 6, 2002. If the Company does not desire to fill an entire shift, then the current storehousemen overtime list shall be utilized.
- e. The parties also understand that no upgrade to storehouseman class "A" is necessary during overtime assignments.
- f. This agreement replaces the Pilot Agreement dated July 26, 2002, verbally extended by the parties, and is unique to and is limited to the Belleville Storeroom.

This is a one time, non-precedent setting agreement, which neither party can hold prejudice for future issues of a similar nature.

IBEW Local Union No. 309 International Brotherhood Of Electrical Workers Illinois Power Company

James R. Berger 6/17/03 Business Manager IBEW Local Union #309 Rita A. Weddle 6/2/03 HR Generalist -Labor Relations

Michael P. Sanders 6/4/03 Director – Supply Chain Services

November 3, 1986

LETTER OF UNDERSTANDING ILLINOIS POWER COMPANY – LOCAL UNION NO. 309, IBEW

The below signed parties met on October 30, 1986 over various storehouseman issues and reached the following understanding:

- In order to achieve continuous coverage from 7:00 AM to 4:15 PM, the working hours of 7:00 AM to 3:00 PM will be established for one of the storehouseman positions to compliment the regular shift.
- The employee working this straight eight hour shift will eat lunch at such times that allows/ensures the continuous operation of the storeroom. Specifically this employee will not eat lunch during the scheduled lunch periods of the other storehousemen.
- This individual will be paid eight (8) hours for working this 7:00AM to 3:00 PM shift.
- When vacation and/or illness relief is desired for this shift, it should be filled using overtime rather than requiring a schedule change.
- This arrangement is unique and is limited to the Belleville storeroom.
- The parties also understand that no upgrade to storehouseman "A" is necessary during overtime assignments.

FOR THE UNION

FOR THE COMPANY

Donald A. Hitchens

Robert D. Febus Director – Labor Relations

Assistant Business Manager Local Union No. 309, IBEW 309

Illinois Power Company

Attachment #23

November 7, 1996

James R. Berger Assistant Business Manager IBEW Local 309 2000 Mall St (Route 157) Collinsville, IL 62234

Re: November 3, 1986 Letter of Agreement Belleville Storeroom

Dear Mr. Berger

This letter will confirm that the Company and Union agree to modify the above-reference agreement to allow for a maximum of two (2) storehousemen on the 7:00 AM to 3:00 PM shift in the Belleville Storeroom.

Sincerely, M.A. Schultz HR Consultant – Labor Relations

Attachments

Cc: R.D. Pate (w/attach)
R.K. Crnokrak (w/attach)
C.E. Ellena (w/attach)

TRAINING PROGRAM FOR Electronics Technician

A. DEFINITION:

This standard specifies qualifications, conditions, supervision, training, etc., applicable solely to the training program for Electronics Technician.

B. QUALIFICATIONS FOR TRAINING:

- 1. To be considered for the training program, an applicant shall have completed the following:
 - An Associate in Applied Science Degree in Electrical or Electronics Technology Course requirements from an A.B.E.T. (Accreditation Board for Engineering and Technology) accredited college. A degree from a school accredited by a different organization will be considered if the course content is comparable (College Algebra, Trigonometry, DC circuits, AC circuits, Electronics, Digital Logic, & Microprocessors at a minimum). A grade of C or higher for each course must have been attained.
- 2. Prior to being accepted into the training program, the applicant will have to successfully complete the following:
 - The E.E.I. Technical Aptitude Test and receive a passing grade.
 - Must possess and maintain a valid Illinois "D" or equivalent valid driver's license.
 - A successful qualifying evaluation for basic motor skills and physical aptitude.

C. TERM OF TRAINING:

<u>Type</u> Years

Electronics Technician 4- 9 month steps, 1500 hours of work per step

1

D. SUPERVISION OF TRAINING:

The individual schedule of each trainee shall be arranged so as to ensure covering all the phases of the craft in as logical order as possible.

A System Relay Services Union advisor shall serve in an advisory capacity to the apprentices for matters related to this training program. The advisor selected by the Union shall be discussed with local management prior to assignment. This advisor will work with the technician in training and will evaluate him.

The Company shall appoint a Company advisor. The advisor shall be responsible for the maintenance of records showing the individual trainee's progress in the development of skills.

These records shall pertain to:

- a. Department related job instructions
- b. Hands-on instruction
- c. Summary of trainee's daily assignment hours
- d. Quarterly evaluation reports

These records shall be tabulated quarterly by the Company advisor and submitted to the Union advisor for review. The Company advisor shall conduct a quarterly evaluation meeting for each trainee. This meeting is to be attended by the trainee, the Company advisor or his designee, the Union advisor or his designee, and the department superintendent or his designee. This process may be conducted more frequently if participating parties deem it necessary.

Absences because of sick leave, jury duty, personal business, etc., shall be considered as included in the term of training, unless such absence exceeds 120 hr in a 9 month period and prevents the trainee from maintaining scheduled progress and achieving the desired hours of experience.

Extensions in the term of training because of failure to maintain scheduled progress shall be granted only upon receipt of evidence confirming the fact that such failure is due to extended personal illness or unusual personal or family hardship.

The length of the Apprenticeship shall be 6000 straight-time actual working hours. Overtime will be counted in terms of actual hours worked.

In addition to 6000 hours, a minimum of 36 months will be required for completion. Absence time, including vacation, holidays, sickness, excused or unexcused absences will be excluded. Time in formal instruction classes will be included.

E. CONDITIONS OF TRAINING:

1. The scope of work to be performed, the elements of the craft to be learned in each stage of training, the related school instruction, and the manner in which the trainee shall work are attached as an appendix and are considered a part of these standards.

It is recognized that outlines of scopes of work (Appendix 1) cannot be followed exactly in all cases. In some of the operating centers, the amount of work available under a specific type of work assignment may not be of sufficient volume to keep the trainee engaged for the time specified. In such instances, the trainee shall spend additional time on the work assignment most prevalent in their operating center. The apprentice, regardless of his assigned headquarters location, can expect to be assigned to various locations as training needs dictate. Technicians sent out of area for training or job assignments will be paid expenses.

3. Trainee is not eligible for overtime assignments that will interfere with department related job instructions or hands-on instruction. Apprentices will be given opportunities to work overtime to assist journeymen in order to further their experience as deemed appropriate. Overtime will be tracked and equalized between apprentices.

Department related job and hands-on instructions missed because of absences during a stage will be handled on a case-by-case basis between the Company advisor, Union advisor and the trainee.

- 4. Apprentices who have not completed an equivalent curriculum to that in Appendix 5 will be required to complete home study modules for this material.
- 5. Trainees are expected to obey all safety rules and regulations.

F. COMPLETION OF TRAINING:

During the term of training in the department, the trainee shall demonstrate a workmanlike attitude which should be characterized by: safety awareness, good attendance, willingness to learn and accept instruction, ability to get along with others, and interest in advancement of the craft. This will be taken into consideration during quarterly evaluations.

During the term of training, department related job and hands-on instructions may include quizzes and tests. Quizzes and tests will be graded and reviewed with the trainee. These documents will become part of the trainee's permanent record but will not be used to calculate the trainee's grade for the training period.

At the end of each stage a written exam and a performance evaluation will be administered. A grade of 80% or higher on the written exam and 60% or higher on the

performance evaluation must be attained or the trainee will be disqualified. In addition, a Performance Evaluation Checklist will be used to evaluate on the job work related to the Scope of Work items for that stage. If the trainee fails a test he can retake it provided his performance evaluation exceeds 60% and a grade of at least 70% has been attained on the test. Retesting will occur after a period allowed for home review.

A trainee who does not pass a test will be removed from the program. If a trainee is removed from the program in the first 6 months, he may return to his previous job. After six months, he must exercise his seniority to bump into another position.

If an opening exists, a disqualified trainee may reenter the program following a one year waiting period from the time he was removed. A trainee disqualified a second time will no longer be eligible for the training program.

Upon satisfactory completion of the training program, each trainee shall be classified as a Electronics Technician Journeyman and shall receive from the Company a Certificate of Completion signed by an Ameren officer and the Union business manager.

G. MISCELLANEOUS:

Practices covering Company furnished tools used by Electronics Technician will apply to trainees while in this program.

Matters not covered in this Supplementary Agreement shall be administered in accordance with the Labor Agreement.

H APPENDIXES:

- 1. Scope of Work
- 2. Department Training Modules
- 3. Performance Objectives
- Stage Exams
- 5. Outline Polyphase Skills
- 6. Required Tools

AGREED: LOCAL UNION NO. 309, I.B.E.W. AMEREN IP COMPANY C.M. Baughman, Manager Labor Relations Scott Hassell, Business Manager Local Union No. 309, I.B.E.W. Illinois Energy Delivery Date Sept 30, 2008 Date ___

5

Attachment

Ameren Illinois – Telecommunication Technician (51, 309, 702)

The Telecommunication Department has new responsibility for handling previous Telephone Company responsibility of the four wire business, including copper legacy telephone business and traditional phone circuits. This department will be the primary source provided for the Company. These new IP based networks consist of new technologies the department hasn't traditionally supported and requires new skills, tools, and processes to maintain and troubleshoot them. In order to meet these new technology changes the Company is proposing the following.

Create two levels of technician, Communications Technician and Network Technician.

1. Communication Technician

- Wage rate for this position will be the same as the existing Telecommunicating Technician wage.
- Associates or higher from an accredited university, college, junior college, or technical school, in telecommunications, IT Networking, or other IT Discipline or equivalent military telecommunications certification.
- Associate's or higher from an accredited university, college, junior college in a non-technical field, plus extensive (5 years) experience performing telecommunications-related installations, maintenance, and operations.
- CCENT certification will be a requirement for Communication Technician position upon entry into the position.
- Successfully pass Telecommunication Technicians skills proficiency qualification examination
- The existing Telecommunications Technicians will be grandfathered in their current role and trained in new technology.

Network Technician

- Wage rate for this position will be \$.75 higher than the existing Telecommunicating Technician wage.
- Network Technician to pass and maintain the DOT certification.
- Candidates should be safety and customer-focused.
- Associates or higher from an accredited university, college, junior college, or technical school, in Telecommunications, IT Networking, or other IT Discipline or equivalent military telecommunications certification.
- Associate's or higher from an accredited university, college, junior college in a non-technical field, plus extensive (5 years) experience performing telecommunications-related installations, maintenance, and operations.
- Nokia NRS I or CCNA certification.
- Successfully pass Network Technician skills proficiency qualification examination.
- The Network Technician will be required to travel throughout division lines to resolve hardened fiber optic issues.

All new hires from contract date will be hired as a Network Technician or Communication Technician.

Attachment

Company Counter-Proposal Telecom Restructuring

- The Company's proposal as presented on April 5, 2017 with the below changes/clarifications.
- The CCENT certification will be a requirement for the Communications Technician position upon entry into the position.
- When filling a Network Technician position the Company will consider all candidates who
 meet the requirements for the position. The Company will have sole discretion to select the
 most qualified individual for the position.
- The Network Technician position(s) will be posted six (6) months after the appropriate training is completed (not to exceed 12 months from the date of ratification of the contract)
- Should the position(s) not be filled with the initial posting, the position will be posted 6
 months later a 2nd time internally and externally. Should there be no internal candidates
 the Company will have the discretion to fill from external candidates.
- The Company will commit to an initial posting only of one (1) Network Technician in each union (51, 309, 702). For example, one (1) position will be posted in 51 territory (all IP and CILCO locations).
- The Jurisdiction Agreement currently in the Labor Agreement(s) will apply. However, the Network Technician may be assigned anywhere outside their home Division within Ameren Illinois territory with no premium or restrictions.

Network Technician – Communications

JOB RESPONSIBILITIES:

- Work independently without direct supervision while performing work of a technical nature involving communications/computer equipment.
- Perform maintenance, repair, adjustment, modification, and test work on communications equipment.
- Installations, removals, lifecycle of telecommunications equipment.
- Maintain currency on technical aspects of telecommunications equipment function, operation, and use, to enable the exercise of good judgment with respect to system generation, system protection, and system operation.
- Provide support for technologies using advanced electronic techniques using test equipment, and computer based troubleshooting tools.
- Maintain transport systems (analog & digital Microwave, fiber optic transmission, multiplex systems) network WAN/LAN, SCADA (electric & gas), PBX and phone systems and circuits.
- Communications facilities maintenance (battery systems, tower light systems, etc.) two-way radio and mobile/wireless data systems.
- Troubleshoot and correct customer issues that arise from complaints concerning the interference of radio and television reception as a result of the operation of AIC's electric or gas system.
- Respond to alarms, flags, alerts and events from the AMI system and replace non-performing router/collector modules, module batteries as necessary.
- Install, troubleshoot, and maintain AMI router/collector modules.
- Must maintain safety and customer focus at all times.
- Coordinate with the IT Operations Center to setup the communication link to the Operations equipment (i.e., RTU's, DA devices, etc.) using the MPLS network connection
- Assembles, installs and/or tests telecommunications equipment to include floor drilling, relay rack, ladder rack and other framework.
- Assembles, installs, and/or tests network equipment used for transporting information and control.
- Network Technician maintains new and existing circuits fiber routes through troubleshooting and fault isolation techniques; utilizes remote test systems to isolate and resolve communication outages, responsibilities include fiber splicing on long haul transport services (typically OPGW and ADSS)

- NetworkTechnician will be responsible for utilizing and maintaining accuracy of tools and data used to support Ameren's communications network (i.e., 3GIS fiber mapping tools, SAM and CPAM Nokia network management tools, etc.)
- Network Technician certified in fiber technology will perform remote diagnostics tests on fiber optic infrastructure to provide qualified (defined below) interpretation and determination the specific locations and root cause of problems using tools to analyze the end-to-end service (such as OTDR test sets, SAM, & CPAM, etc.)
- Network Technician communicate with IT Operations center and take lead role in dealing with incident resolution, planning and service provisioning
- Network Technician to pass and maintain the DOT certification

JOB QUALIFICATIONS:

- · Candidates should be safety and customer-focused.
- Associates or higher from an accredited university, college, junior college, or technical school, in Telecommunications, IT Networking, or other IT Discipline or equivalent military telecommunications certification
- Associate's or higher from an accredited university, college, junior college in a non-technical field, plus extensive (5 years) experience performing telecommunications-related installations, maintenance, and operations.
- Nokia NRS I or CCNA certification
- Successfully pass skills proficiency qualification examination for senior technician, and qualify for existing essential skills requirements (for example splicing requirements include ladder climbing and working at heights above 6 feet)
- Must be able to perform all essential functions of the role with or without accommodations.
- Must be physically capable to lift and exchange equipment up to 25lbs.

Communications Technician – Communications

JOB RESPONSIBILITIES:

- Work independently without direct supervision while performing work of a technical nature involving communications/computer equipment.
- Perform maintenance, repair, adjustment, modification, and test work on communications equipment.
- Installations, removals, lifecycle of telecommunications equipment.
- Maintain currency on technical aspects of telecommunications equipment function, operation, and use, to enable the exercise of good judgment with respect to system generation, system protection, and system operation.
- Provide support for technologies using advanced electronic techniques using test equipment, and computer based troubleshooting tools.
- Maintain transport systems (analog & digital Microwave, fiber optic transmission, multiplex systems) network WAN/LAN, SCADA (electric & gas), PBX and phone systems and circuits.
- Communications facilities maintenance (battery systems, tower light systems, etc.) two-way radio and mobile/wireless data systems.
- Troubleshoot and correct customer issues that arise from complaints concerning the interference of radio and television reception as a result of the operation of AlC's electric or gas system.
- Respond to alarms, flags, alerts and events from the AMI system and replace non-performing router/collector modules, module batteries as necessary.
- Install, troubleshoot, and maintain AMI router/collector modules.
- Must maintain safety and customer focus at all times.
- Coordinate with the IT Operations Center to setup the communication link to the Operations equipment (i.e., RTU's, DA devices, etc.) using the MPLS network connection
- Assembles, installs and/or tests telecommunications equipment to include floor drilling, relay rack, ladder rack and other framework.
- Assembles, installs, and/or tests network equipment used for transporting information and control.

JOB QUALIFICATIONS:

- Candidates should be safety and customer-focused.
- Associates or higher from an accredited university, college, junior college, or technical school, in Telecomunications, IT Networking, or other IT Discipline or equivalent military telecommunications certification
- Associate's or higher from an accredited university, college, junior college in a non-technical field, plus extensive (5 years) experience performing telecommunications-related installations, maintenance, and operations.
- CCENT certification
- Successfully pass skills proficiency qualification examination for field technician, and qualify for existing essential skills requirements
- Must live within 30 miles of reporting OC.
- Must be physically capable to lift and exchange equipment up to 25#.
- Must be able to perform all essential functions of the role with or without accommodations.

Memo of Agreement Ameren Illinois And IBEW Locals 309 March 12, 2020

Ameren Illinois and IBEW Local 309 agree to create a Groundman Pre-Apprentice positions in the Electric Department per the below terms and conditions. This agreement will supersede all prior agreements and modifications.

- 1. For acceptance into the Groundman Pre-Apprentice position, a candidate cannot be an existing lineman journeyman and will be required to successfully complete the following pre-entry testing (not necessarily in this order):
 - The "criteria based" evaluation test and the field evaluation program (EV). A "Recommended" status after completing an EV will be valid for twelve (12) months. After 12 months, the candidate will be required to attend and complete a full EV class.
 - Possess a CDL Class A permit upon first day of employment and obtain a required CDL license in ninety (90) days.
 - The medical examination required for a CDL.

2. General Duties:

- Primarily work with crews occasionally may perform other tasks that require no supervisory direction
- While assigned to a line crew, and under the direction of a journeyman
 - Pull a trailer or float to and from a garage, operate truck mounted power machinery
 - Ground work, or other helper work, for or with field crews
 - Observe pulling in and pulling out wire or watching wire reels during pulling operations, except in energized primary.
- Less skilled work as assigned based on training and qualifications under no supervisory direction, such as but not limited to:
 - Send tools and materials to linemen on poles.
 - Any necessary work pertaining to the handling of tools and materials
 - Assist in delivering line tools & materials.
 - Stock materials, tools & maintain housekeeping on trucks, trailers and equipment.
 - Perform work of general labor class, such as: safely drive vehicle, transport employees, material and equipment from job to job, load or unload poles, ladders, lines, blocks, rigging tools and materials, help in making up cross arms,

pole fixtures and guys, and splice de-energized wires, dig holes, setting anchors and poles, do trenching and assist in adjusting poles to grade, assist in carrying poles, transformers and materials to points inaccessible to truck, load brush and do general labor work.

- 3. Each Operating Center (OC), at its discretion, will fill the Groundman Pre-Apprentice position(s) in anticipation of future apprentice lineman vacancies. The Groundman Pre-Apprentice will be:
 - Posted and filled per the current Collective Bargaining Agreement (CBA)
 - Hired into a specific location
 - Subject to weekly evaluations
 - Required to accept any line apprentice vacancy within the Operating Center (OC).
 - Seniority of this position will be in the electric/line department and bid rights into an apprentice position will follow the CBA
 - Meet residency requirements within 6 months of being awarded an apprentice position.
- 4. The Groundman Pre-Apprentice position will be on the bottom of the callout list and not called out before apprentices.
- 5. The Groundman Pre-Apprentice position will be utilized with electric department crews but will not count as an added man to fill a crew. There will be no more than one (1) pre-apprentice per crew, outside of extenuating circumstances.
- 6. Time spent in the Groundman Pre-Apprentice position will not be included in the overall training time for the Apprentice Lineman job classification.
- 7. The Groundman Pre-Apprentice position is not a position to which any employee can return to once exiting for any reason (excludes absences such as sick leave)..
- 8. The intent of the Groundman Pre-Apprentice position is solely for the purpose of producing Journeyman Linemen and, under no circumstances, will this position be occupied on a permanent basis. As a result of the intent, the successful candidate can remain in this position for up to eighteen (18) months.
- 9. Upon 18 months, the Groundman Pre-Apprentice will need to exercise his/her seniority rights, per their CBA, to bid/transfer to a position in which they are qualified or terminate their employment with the Company. Consideration for an extension may be made if, at no fault of their own, they were unable to bid/transfer to a position within the 18 months.
- 10. Nothing in this agreement prohibits the Groundman Pre-Apprentice from exercising his bid/bump rights available in the Collective Bargaining Agreement.
- 11. Those awarded the position will serve a six (6) month probationary period and may be removed at any time during this period. Employees may exercise their seniority rights per the respective Collective Bargaining Agreement (CBA).

- 12. All other terms and conditions of the Labor Agreement will apply.
- 13. Wages for the position effective upon the signing of this agreement will be \$35.29.
- 14. A pre-apprentice who bids into a 1st step apprentice lineman position will have their wages frozen until achieving a wage that will result in a wage increase.

IBEW LOCAL UNION NO. 309 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AMEREN ILLINOIS

SIGNED 3/13/20

Tim Evans Date
Business Manager
IBEW Local Union 309

SIGNED 3/12/20

Rita Zindars
Director, Labor Relations

Date

MEMORANDUM OF AGREEMENT BETWEEN AMEREN ILLINOIS AND IBEW LOCAL UNION 702 (IP) February 14 2020

The Company and Union agree that it is in their mutual best interests to modify the manner in which the Gas Storage Fields are managed to meet current and future requirements mandated in PHMSA API 1171 Code requirements. This document will serve as the basic set of conditions used to operate and maintain Gas Storage Fields covered under the Bargaining Agreement. The parties to this agreement recognize that the work performed at the Gas Storage Fields is different from the normal work performed by Operations Gas Department employees and as such requires specific qualifications and has its own set of working conditions. This addendum shall be added to the Labor Agreements between Ameren Illinois and IBEW Local Union No. 702 (IP), except where modified herein, the Labor Agreement shall prevail.

VACANCIES

In the event the Centralia Gas Storage Department does not have a fully OQ Qualified Operator the following will apply. A bid will be posted for seven (7) calendar days in Mt. Vernon Service Area with the required Operator Qualifications.

In the event the Centralia Gas Storage Department does have a fully OQ Qualified Operator, when the Company chooses to post a 2nd position, the bid will be open to employees in the Mt Vernon and Sparta Gas Departments. A single seniority list will be created based on joint department seniority.

OPERATOR POSITION

Successful bidder must pass the Complex Regulator OQ Qualification prior to being awarded the position.

 Successful bidder will have 2 opportunities to pass the Complex Regulator OQ Qualification.

GENERAL FOREMAN- GAS STORAGE POSITION

Both parties agree to create a General Foreman Gas Storage for the Centralia Gas Storage Field for all IBEW 702 Locations

** REVISED: See Article 15.02 for filling of leadership positions **

PROBATION PERIOD:

- Employees hired from outside the Company into the Centralia Gas Storage Department will serve a 12 month probationary period for the purpose of determining their ability to learn the work under proper training.
- An employee awarded the Gas Storage Journeyman Operator position through the bid process, shall be given a reasonable opportunity, not to exceed 180 days, to demonstrate his qualifications and ability. If he does not qualify, he and the Union shall be notified of the nature of his disqualification and he shall be returned to the position he formerly held.

REPORTING LOCATION:

Should the Company elect to assign the Gas Storage Field Operator an alternative reporting location; (normally the employee home residence)

- Employee will start and end their work day at the reporting location.
- Employee with alternative reporting location will be assigned a vehicle for transportation.
- Employee will be assigned an electronic communication device.
- Locations other than the employee's residence must be discussed and agreed upon by the parties of this agreement.

All employees covered by this agreement are required to meet residency requirements for the Centralia Storage Field

JURISDICTION:

Centralia Gas Storage Field employees may be assigned work at the Ashmore Storage Field on a case by case basis by mutual agreement between the Company and Union. If Gas Storage Field employees are assigned outside their normal reporting location, the employee will travel to and from the work location on Company time.

All assignments during and after core working hours for Eden Storage will be performed by the Centralia Gas Storage Employees

AFTER HOURS RESPONSE

For hours not covered during normally scheduled working hours (including holidays) and when two or more Operator Qualified Gas Storage Operators are assigned to Centralia Gas Storage Field rotation list, a qualified employee from the workgroup may be assigned weekly after hours emergency response duties during injection and withdrawal season (November 1 through March 31), unless adjusted by mutual agreement. The employee is expected to be available to respond, meet all legal fit for duty requirements, and arrive at the location of the emergency in a reasonable amount of time. Other calendar periods may be covered when mutually agreed due to needs of service.

- Employee is required to accept all Centralia Gas Storage emergency overtime.
- Employee is required to carry an electronic communication device.
- Employee will be assigned a truck for transportation.
- Employee will receive compensation equal to \$2.00 per hour for all hours on after hour's response and during time worked on overtime.

After hours emergency response only applies when the Centralia Gas Storage Department has 2 or more qualified full-time employees available and in the rotation list.

If this agreement does not satisfy the Company's needs of service; the parties agree to meet, identify and mutually agree on corrective actions.

WAGE

The Company agrees to the following wage for the listed classifications.

Job Code	Classification	7/1/19	7/1/20	7/1/21
	General Foreman - Gas Storage	\$44.54	45.65	GWI TBD
	General Foreman Welder – Gas Storage	\$45.54	46.68	GWI TBD

FOR THE UNION:

FOR THE COMPANY:

SIGNED 2/20/20

Jason Woolard Date Business Representative Local Union 702, IBEW SIGNED 2/20/20

Jeffrey Burk Date Superintendent-Labor Relations Ameren Illinois

SIGNED 2/20/20

Mike Kershaw Date Superintendent-Gas Storage Ameren Illinois

IBEW SYSTEMS OVERSIGHT COMMITTEE ISSUES and ANSWERS August 26, 2022

- 1. Who is used to cover "outlying" areas when the "outlying" person is off duty?
 - "Outlying" people will be called first for overtime in their area even if there is already someone working nearby.
- 2. Are people designated as "outlying" on the overtime list for the area headquarters?
 - No
- 3. Are people designated as "outlying" offered the First Responder duty?
 - No.
- 4. Are people designated as "outlying" eligible to backup other classifications during temporary vacancies/absences?
 - The outlying person is only eligible to backup the Systems Coordination Foreman if they meet the requirements in the contract.
- 5. If an outlying person needs additional help on overtime, who do you call?
 - It depends on the situation.
 - * The outlying person is always called first for overtime in their area.
 - * If the outlying person is not available, a matrix showing the process for each given area can be obtained at the IBEW office.
- 6. Is an outlying person eligible to work prearranged overtime in their area?
 - Yes, if the prearranged overtime is one-man truck work. If it is crew work the Standardized Overtime List is used. This does not restrict the crew from performing their own switching where practical.
- 7. What is the definition of an "outlying" position?
 - An outlying position (LHO, Troubleman or Serviceman) is one that is designated by virtue of a bid to an outlying area where the employee is the first one contacted for assignments within their area, day or night, as long as they are not absent from work.
- 8. What happens when the First Responder is on a crew that continues into overtime and the First Responder is needed to respond to a customer problem?
 - The dispatcher will still contact the First Responder and discuss the situation. A joint decision will be made as to the First Responder taking the call or going to the Standardized Callout List. This decision will be made on a case by case basis.

- 9. How are First Responders treated for crew callouts or prearranged overtime?
 - Are they subject to call?
 - * Yes.
 - In what sequence?
 - * First, for crew callouts. For pre-arranged overtime, they will be called when their name is reached on the Standardized Callout List.
 - Are they obligated to accept the overtime?
 - * Yes, if called while on duty.
- 10. What if an employee has an excused absence during the week?
 - Is he eligible to be the First Responder?
 - * Yes, if he has 1 day or less off that week.
 - If he accepts, how do we cover his day(s) off?
 - * The First Responder is allowed to "hand off" the pager for up to two (2) consecutive days during their 7 days of duty.
- 11. When do you stop holding someone over on overtime and call the First Responder or the Emergency Troubleman on call?
 - It is OK to hold someone over to finish a job, but if another emergency comes in it should be given to the person who is "on call." Suppose an LHO works past quitting time and another emergency call comes in before he is released. The First Responder should be called out, but you may use the LHO to make the situation safe until the First Responder arrives.
- 12. Can an employee take the First Responder duty on the weekend before or after a vacation?
 - Yes, If they accept, they accept it for the entire duty period. It is up to the employee to make this determination when offered the First Responder duty.
- 13. How are rest periods handled for First Responders?
 - When a First Responder notifies Dispatch that he is too exhausted to continue working (this is the employee's decision), he will be required to remain off duty until his contractual rest period is completed. The Company will determine whether to fill the remaining on call period on a case by case basis.
- 14. How is the First Responder treated for out-of-area overtime opportunities whether storm related or not?
 - The following procedure will be followed:
 - The First Responder will only be called when their name is reached on the Standardized Callout List.
 - It will be up to the First Responder to accept or refuse the callout.
 - If the First Responder accepts, circumstances require weekend First Responder duty to be handed off, it was agreed that the payment of the 6 hours of OT would be allocated as follows:
 - 1 hour for Friday evening
 - 2 hours for Saturday
- If the exchange happens before noon, the replacement gets both hours for Saturday. If it occurs after noon, they each get 1 hour.
 - 2 hours for Sunday

If the exchange happens before noon, the replacement gets both hours for Sunday. If it occurs after noon, they each get 1 hour.

1 hour for Monday morning

Example of how this works:

John Doe and Jim Doe were shown as going on their Mutual Aid assignment as of 8:30 p.m. on Saturday night. The exchange occurred at 8:00 p.m. Since the First responder pay is based on the time of exchange, in all three cases:

The initial First Responders get:

1 hours of 1 ½ Friday

1 hour of 1 ½ for Saturday

The replacement First Responders get:

1 hour of 1 ½ for Saturday

2 hours of 1 ½ for Sunday

1 hours of 1 ½ for Monday morning

- If the First Responder accepts, and the Company decides to replace them, the replacement keeps the First Responder duty for the remainder of the week.
- 15. When is a meter changer or meter specialist called for overtime?
 - All Locals
 - * Outlying employees are called first for their area.
 - Local 51
 - * The Meter Changer is called first (except as described in the first bullet above), followed by the person on call (First Responder or Emergency Troubleman), then the Standardized Callout List is used.
 - Locals 309 & 702
 - * The person on call (First Responder or Emergency Troubleman) is called first (except as described in (*) above), then the Standardized Callout List is used, followed by the Meter Changer.
- 16. Do callouts for snow removal around the plant go to the First Responder?
 - No. The Standardized Callout List is used.
- 17. Does the First Responder receive overtime for traveling to and from the plant in the Company vehicle each day?
 - No. The First Responders are not working out of their homes.
- 18. How does an Emergency Troubleman get a holiday (other than Birthday Holiday) completely off?
 - They must:
 - * Take vacation all days that week except the holiday, **OR**
 - * Schedule a vacation day on the holiday. This will result in them receiving 48 hours of straight time pay that week. (32 hrs worked, 8 hrs vacation, 8 hrs holiday)

- 19. If an Emergency Troubleman has Jury Duty and is released before his shift ends, what will you have him do?
 - If an Emergency Troubleman is on Jury Duty, we will fill his shift for that week. If he returns to work on any given day, he will continue to receive his regular rate of pay and either work as part of a crew or be assigned other work.

20. DELETE

- 21. Can an Emergency Troubleman be the First Responder?
 - Yes, weekends only.
- 22. Where does a temporary replacement for an Emergency Troubleman come from:
 - For a week or more at a time when set up during the previous week?
 - * Follow the same procedure used to fill a bid. Employee works shift on straight time. If the vacancy remains unfilled, call the Business Manager.
 - For less than a week at a time?
 - * Use the Standardized Callout List. Employee gets straight time for normal hours and overtime for additional hours each day.

23. DELETE

- 24. When an Emergency Troubleman is regularly scheduled Tuesday through Saturday, how are holidays handled outside of the work week and on Saturday?
 - If the calendar holiday falls on a Saturday:
 - * The Emergency Troubleman works on Friday and observes the holiday on Saturday.
 - If the calendar holiday falls on a Sunday, but is observed on Monday:
 - * Monday will be considered the Emergency Troubleman's day off and he will observe the holiday on Tuesday.
- 25. How do you treat an Emergency Troubleman's absence time on a holiday when they are scheduled to work?
 - Holidays are treated like any other overtime day. Since an Emergency Troubleman receives 8 hours of pay for each holiday they are not entitled to sick leave, paid rest period, etc. If an Emergency Troubleman is scheduled to be on call but is hog lawed at the beginning of the shift on a holiday they will remain on call unless they report that they are too tired to continue. If an Emergency Troubleman is hog lawed at the beginning of the shift on a holiday which they are scheduled to work they may elect one of the following:
 - 1. Work their entire shift at double time.
 - 2. Report to work during their shift after completing a contractual 8 hour rest period. They would not be on call during this rest period.
- 26. If an employee accepts a callout from the automated dialer, can he refuse the call when he finds out what the job is?
 - Absolutely not. Once you accept the call it is yours unless you are not qualified to perform the needed work.

- 27. How are people added to the Standardized Callout List? (apprentices, new hires, transfers, bidders, bumpers, return from long term absence (Comp, sick leave, etc.))
 - Each Local will decide and inform local management as to where the individual should be slotted. This will be done on a case by case basis.
- 28. How many times will the Company go through the Standardized Callout List on each call?
 - For now, the Company is going through the list twice for each call.
 - Under Closest to Trouble (CTT) situations the Company is currently going through the list one (1) time. If an employee or employees (whichever is needed) from the primary list accept a call the obligation to call through the entire primary list is considered complete.
- 29. Is an employee removed from the Standardized Callout List if they take a half day of vacation?
 - No. An employee must take 8 hours of vacation to be removed from the Callout List.

30. DELETE

- 31. When are employees on hog law called for overtime outside of regular working hours?
 - After the Standardized Callout List has been gone through twice, if additional help is still needed they will be called before calling anyone else.

32. DELETE

- 33. How do you fill a Saturday vacancy?
 - Use the Standardized Callout List.
- 34. Are employees exempt from overtime while on Jury Duty?
- Yes.

35. DELETE

- 36. Is it acceptable to bypass people on the Standardized Callout List to get people for "special needs" work?
 - We've identified welders as an additional case.
- 37. Who gets trouble calls that come in near quitting time?
 - Crews:
 - * Management assignment is used until 15 minutes before quitting time. The Standardized Callout List will be used after this time.
 - One-man trucks:
 - * We will offer the assignment to the one-man truck in the appropriate grid until quitting time. If he turns it down we will go to the First Responder or Emergency Troubleman. After quitting time the call goes to the First Responder or Emergency Troubleman.
- 38. How are out of Service Area storm overtime opportunities handled during regular working hours?
 - Normally these opportunities will be assigned by local management. However, if it is expected to be of an extended duration such that employees will need to obtain personal

belongings from home the standardized overtime list including ET's, 1st Responders, employees on rest (if applicable), etc. will be used.

- 39. How are out of area non-storm overtime opportunities handled after hours.
 - Utilize the standard overtime list
 - Those on rest (IP) are called in the same manner whether for out of area storm, or out of area emergency.
 - The Company may use those employees already working but, based on the job they are working on and nearness to completion, the Company may choose not to take them off of the job they are currently working on
- 40. At what point prior to starting time on a regular work day do you stop using the Standardized Callout List and contact the local area?
 - Fifteen (15) minutes prior to normal starting time.
- 41. When determining who fills in for an employee who does not work a normal schedule (M-F, 7:00 a.m. 3:00 p.m.), is it handled as an upgrade or an overtime assignment?
 - If the employee is paid overtime it's handled as an overtime assignment. If not, it's handled as an upgrade.
- 42. What are the options when an employee works overtime the evening before they are scheduled for pre-arranged overtime?
 - If the employee works the pre-arranged assignment:
 - * They would receive the appropriate overtime rate.
 - If the employee elects not to work the pre-arranged assignment:
 - * They must notify management as soon as possible and they will not be entitled to any compensation for the pre-arranged assignment.
 - If the Company cancels the pre-arranged assignment:
 - * Each employee on the pre-arranged crew would be entitled to two (2) hours pay as per the respective Labor Agreement.
- 43. What about reimbursements for plugging in a truck heater at home?
- Those who take a diesel truck home and plug it in all week will receive \$20 per week. The hourly rate is \$.16 for each hour the heater is used. Employees will be on the "honor system" when requesting this reimbursement.

44. DELETE

- 45. When does an Emergency Troubleman's vacation start and end?
 - 6:00 a.m. to 2:00 p.m. Emergency Troubleman
 - * Vacation ends at the beginning of the on call obligation (2:00 a.m.)
 - 2:00 p.m. to 10:00 p.m. Emergency Troubleman
 - * Vacation begins at the end of the on call obligation (2:00 a.m.)
- 46. Can construction department (RCP) personnel be utilized for System trouble calls between 3:15 and 4:00pm (or whenever their day ends)?
 - No, Construction department (RCP) employees are not to be utilized for response to System trouble calls. The only exception to this practice is when an emergency situation exists that

needs immediate response. Then the RCP crews can be utilized to make the situation safe. However, systems personnel should be obtained to make permanent repairs in the event that making the situation safe does not resolve the emergency situation.

47. How is lunch period handled for IP contracts?

- If an employee starts their noon lunch after 1:30 they will be entitled to 30 minutes overtime pay
- If an emergency (gas leak, wires down) comes in shortly after starting lunch, the crew should respond to the emergency first and then notify management at the conclusion of the emergency that they were unable to take their lunch and will then be allowed to stop to eat. This exception does not relieve employees from notifying supervision that they were unable to take their lunch, emergency response only eliminates the need for prior supervisory approval before taking their lunch after 1:30 pm.
- Employees will be given a reasonable amount of time to eat if their lunch period was interrupted by the emergency.
- During regular day shift working hours, no employee is to eat or obtain a noon meal in a restaurant without supervisor approval.

48. How are meals handled on a prearranged non-workday?

- No lunch is earned on an 8-hour prearranged workday regardless of hours worked, but all other meal periods worked into will be earned. For example, a 7AM-3PM worker who is prearranged to work on a non-workday from 6AM-2PM will earn breakfast but will not earn lunch. If the co-worker works from 4:30AM to 3PM, they will earn breakfast and lunch.
- 49. What is the definition of "craft" for purposes of bidding three (3) years after topping out?
 - Gas
 - Gas Systems/Construction
 - Gas Regulation
 - Gas Storage Field
 - Gas Control Tech
 - Underground
 - Cable Splicer
 - Electric
 - Electric/Line Positions
 - Substation
 - Substation Electrician
 - Relay Technician
 - Distribution Automation Technician
 - Technology Application Center Tech
 - Metering
 - Meterman
 - Meter Shop
 - Meter Specialist
 - Network/Communications Technician

- Garage
- Maintenance
- Stores

50. Examples of the Rest Period

a. Kevin works his normal shift on Monday 7:00 a.m. – 3:00 p.m. = 8 hours He is called out at 1:00 a.m. Tuesday and works to 7:00 a.m. = 6 hours At 7:00 a.m. Kevin has 14 hours in a 24 hour period and is entitled to an 8 hour break when he is released from work.

When his 8 hour rest is complete and he returns to work he will start a new 24 hour clock.

- b. Kevin works 7:00 a.m. to 8:00 p.m. = 13 hours (qualifies for double-time)
 He continues to work until midnight = 4 hours for a total of 17 hours
 He is released at midnight for an 8 hour rest period and returns to work at 8:00 a.m. and will start a new 24 hour clock
 (He is paid 8 hrs straight time, 5 hrs time and a half and 4 hrs at double time pay.)
- c. Kevin works 7:00 a.m. 3:00 p.m. = 8 hours

 He is called out at 5:00 p.m. and works until 8:00 p.m. = 3 hours for a total of 11.

 He is called out at 4:00 a.m. and continues to work until his normal work day.

 At 7:00 a.m. he qualifies for double time and an 8 hour rest when released.
- d. Kevin works 7:00 a.m. to 9:00 p.m. = 14 hours (earned an 8 hour rest)
 He is called out at 6:00 a.m. (was on rest from 9 p.m. to 5 a.m.) and starts a new 24 hour clock when he begins work at 6:00 a.m.
- e. Kevin works from 7:00 a.m. to 8:00 p.m. = 13 hours

 He is called out at 6:00 a.m. and works until his start time at 7:00 a.m. (1 hour)

 He is eligible for an 8 hour rest at 7:00 a.m. (even though he had a 10 hour rest his 24 hour clock did not start over because when he left at 8:00 p.m. he had not worked 14 hours and had not EARNED a rest.

51. Minimum Overtime Callout Policy:

- a. Continuation, or if employees are requested to stay past their normal shift, does not count towards the policy.
- b. Callouts outside of the employee's respective callout list do not count against the employee, but acceptance does count.

For Example:

- Callouts in System goes through the list and there's no response, then goes to Outlying Troubleman if he turns it down, he does not get charged.
- Callout 1-man truck (Cilco) goes through the list and there's no response, then to Crewleader list. If he turns it down, he does not get charged.
- Gas Troubleman does not get charged for calls not on their list. Ex. Gas Service call goes to Gas Troubleman Construction if they turn it down they do not get charged.

- Callout Kewanee. Goes through the list and no response, then Galesburg. If he turns it down, he does not get charged (same as Champaign/Danville).
- c. RCP crew members will be charged for System calls that reach their list.
- d. Prearrange calls after hours will not count as an opportunity.
- e. CIPS Numbered crews are on their own list.
- f. If a callout is for a one (1) man truck and Joe turns it down and Fred accepts Joe will be charged. If Fred goes, responds and calls for a crew (1 or more person), ACO will start another callout. If Joe turns it down again, he will be charged again (two different callouts).

Callout 1 Man Joe charged Callout Crew Joe charged

- g. If an employee works 200 or more actual hours of overtime during the review period they will be exempt from the discipline requirement for that six (6) month period.
 - Includes System Coordinator /GF time worked prior to normal start time.
 - Does not include 1st Responder or Standby on call pay (only actual hours worked count)
 - Missed meal periods do not count