

**SHAWNEE**  
**OPERATING LABOR AGREEMENT**  
**BETWEEN AMEREN ILLINOIS COMPANY**  
**AND**  
**LOCAL UNION NO. 702**  
**OF THE**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**



**August 26, 2022 – JUNE 30, 2026**

SHAWNEE  
INDEX

AGREEMENT	PAGE NUMBER
ARTICLE 1 SCOPE OF AGREEMENT/UNION SECURITY	1
Section 1.01 – Union Recognition	1
Section 1.02 – Employees Covered by This Agreement	1
Section 1.03 – Contract Work	1
Section 1.04 – Union Membership	3
Section 1.05 – Union Activities	3
Section 1.06 – Dues Checkoff	3
ARTICLE 2 SENIORITY	4
Section 2.01 – Seniority of New Employee	4
Section 2.02 – Temporary Employees	4
Section 2.03 – Establishment of Seniority	4
Section 2.04 – Accumulation of Company Benefits	4
Section 2.05 – Seniority in Event of Layoff	4
Section 2.06 – Breaking of Seniority	5
Section 2.07 – Promotions	6
Section 2.08 – Seniority While on Leave of Absence	8
Section 2.09 – Seniority of Employees Serving in United States Military Service	8
Section 2.10 – Seniority if Injured on the Job	8
Section 2.11 – Disabled Employees	8
ARTICLE 3 NEGOTIATIONS AND ARBITRATION	9
Section 3.01 – Continuity of Work	9
Section 3.02 – Continuity of Work	9
Section 3.03 – Grievance Procedure Step 1	9
Section 3.04 – Grievance Procedure Step 2	9
Section 3.05 – Grievance Procedure Step 3	9
Section 3.06 – Arbitration	9
Section 3.07 – Court Reporter	10
ARTICLE 4 CLASSIFICATIONS OF EMPLOYEES AND RATES OF PAY	11
Section 4.01 – Classifications of Employees and Rates of Pay	11
Section 4.02 – Upgrade to Higher Rate of Pay	20
Section 4.03 – Number of Employees to be Employed	20
Section 4.04 – Severance Plan	20
ARTICLE 5 SPECIAL RULES APPLYING TO TEMPORARY EMPLOYEES	20
Section 5.01 – Groundman Class “A”/Gas Helpers	20

AGREEMENT	PAGE NUMBER
Section 5.02 – Exceptions to Contract	20
Section 5.03 – Right of Way Clearing Crews	21
Section 5.04 – Reporting Pay	21
Section 5.05 – Reducing the Number of Temporary Employees	21
 ARTICLE 6 FOREMEN, JOURNEYMEN AND APPRENTICES	 21
Section 6.01 – Apprentice Ratio	21
Section 6.02 – Apprentice Work Limitations	21
Section 6.03 – Apprentice Absence	21
Section 6.04 – Classroom Training	21
Section 6.05 – Journeyman’s Examination	21
Section 6.06 – Foreman Working in Case of Emergency	22
Section 6.07 – Foreman Performing Work	22
Section 6.08 – Gas Utility Apprentice Duties	22
Section 6.09 – Gas Utilityman Helper Duties	22
Section 6.10 – Gas Leadman	22
Section 6.11 – Gas Leadman – Temporary	22
Section 6.12 – Gas EV’s	22
Section 6.13 – Educational Course Requirements	23
Section 6.14 – Journeyman Lineman Bidding into Substation Department	23
Section 6.15 – Substation Electrician Bidding into Line Department	23
Section 6.16 – Network Technician Position	23
Section 6.17 – Journeyman 3 Year commitment	23
Section 6.18 – Emergency Response (ET/First Responder)	23
Section 6.19 – Corrosion Control Tech	25
 ARTICLE 7 HOURS OF EMPLOYMENT	 26
Section 7.01 – Work Day and Work Week	26
Section 7.02 – Change of Work Hours	27
Section 7.03 – Overtime Pay	27
Section 7.04 – Equalization of Overtime	27
Section 7.05 – Pay Outside of Regular Hours	27
Section 7.06 – Pay for Call-Outs	27
Section 7.07 – Pay for Call-Outs Prior to Regular Shift	27
Section 7.07 B – Minimum Overtime Response	27
Section 7.08 – Pre-arranged Overtime	29
Section 7.09 – Pay for Working at Heights Over 175 Feet	29
Section 7.10 – Double Time	29
Section 7.11 – Holidays	29
Section 7.12 – Jury Duty	30
 ARTICLE 8 WORKING RULES AND CONDITIONS	 30
Section 8.01 – Full Time Employment	30
Section 8.02 – Inclement Weather	30

AGREEMENT	PAGE NUMBER
Section 8.03 – Outlying Town Definition	30
Section 8.04 – Class A Groundman/Gas Helpers	30
Section 8.05 – Groundman Truck Driver	30
Section 8.06 – Meter Men/Relay Work Assignments	31
Section 8.07 – Air Brake Switches	31
Section 8.08 – Operating Trucks	31
Section 8.09 – Filling Temporary Absences	31
Section 8.10 – Substation Electrician Troublemans Classification	31
Section 8.11 – Tool Belt, Safety Strap, Climbers, Pliers	31
Section 8.12 – Safety Equipment	32
Section 8.13 – Company – Union Safety Committee	32
Section 8.14 – Pay Day	32
Section 8.15 – Work Breaks	32
Section 8.16 – Installing Underground Services	32
Section 8.17 – Crossing Division Lines	33
Section 8.18 – Patrolman/Groundman Duties	34
Section 8.19 – Stores Personnel	34
Section 8.20 – Installation/Removal of Meters	34
Section 8.21 – Operation of the Thumper	35
Section 8.22 – Transferring Employees from Crew to Crew	35
Section 8.23 – Underground Facility Locates	35
Section 8.24 – Residential Connects/Disconnects	35
Section 8.25 – Meter Reader Attire	35
Section 8.26 – Time Not Allowed	35
Section 8.27 – Obtaining Electric or Gas Read Throughs	35
Section 8.28 – Construction Projects	35
Section 8.29 – Use of Personal Vehicle	35
Section 8.30 – Obtaining Meter Reads	35
Section 8.31 – Unloading Poles	35
Section 8.32 – Stores Personnel Operating Vehicles	36
Section 8.33 – Meter Reader Assignments	36
Section 8.34 – Welder Classifications	36
 ARTICLE 9 EXPENSES AND TRANSPORTATION	 36
Section 9.01 – Working Away from Headquarters	36
Section 9.02 – Working where Noon Meals are not Readily Obtained	36
Section 9.03 – Suitable Lodging	36
Section 9.04 – Meal Eligibility	36
Section 9.05 – Meal Allowance	37
Section 9.06 – Extended/Storm Work Schedules	37
 ARTICLE 10 VACATIONS	 38
Section 10.01 – Employees not Eligible for Vacation	38
Section 10.02 – Number of Days Vacation for Years of Service	38
Section 10.03 – Number of Days Vacation for Years of Service	39
Section 10.04 – Eligibility for Additional Vacation	39

AGREEMENT	PAGE NUMBER
Section 10.05 – Eligibility for Vacation Upon Termination	39
Section 10.06 – Eligibility for Vacation Upon Retirement/Death	39
Section 10.07 – When Vacations Can Be Taken	40
Section 10.08 – Hospitalization During Vacation	40
Section 10.09 – Vacation Service Credits	40
Section 10.10 – Temporary Employee	41
Section 10.11 – Temporary Employment	41
Section 10.12 – Application to Other Articles	41
 ARTICLE 11 SICK LEAVE	 41
Section 11.01 – Basic Short Term Sick Leave – Full Pay	41
Section 11.02 – Accumulated Sick Leave – Full Pay	43
Section 11.03 – Hospitalization of Family	44
Section 11.04 – A. Death in Family	45
B. Death while on Vacation	45
C. Family Illness	45
Section 11.05 – Pallbearer Duty	45
Section 11.06 – Credit Upon Re-employment	45
Section 11.07 – Military Service	45
Section 11.08 – Advance Notice of Absence	45
Section 11.09 – Abuse of Sick Leave	45
Section 11.10 – Application to Other Articles	45
 ARTICLE 12 OCCUPATIONAL INJURIES	 46
Section 12.01 – Disabling Injury	46
Section 12.02 – Credit Upon Re-employment	46
Section 12.03 – Time Spent in Military Service	46
Section 12.04 – Occupational Injury Practices	46
Section 12.05 – Exclusion of Payments	46
Section 12.06 – Application of Other Articles	47
 ARTICLE 13 HEADQUARTERS	 47
Section 13.01 – Headquarter Locations	47
Section 13.02 – Establishing New Headquarter Locations	47
 ARTICLE 14 RESIDENCE REQUIREMENTS	 47
Section 14.01 – Headquarters Location	47
Section 14.02 – Establishing New Headquarter Locations	48
Section 14.03 – Use of Company Vehicles	48
 ARTICLE 15 TERMINATING EMPLOYMENT	 49
Section 15.01 – Termination of Employment	49

AGREEMENT

PAGE NUMBER

ARTICLE 16 OTHER PROVISIONS	49
Section 16.01 – Continuation of Benefit Plans	49
Section 16.02 – Notification Procedure	50
Section 16.03 – Mutual Interest of the Parties	50
Section 16.04 – Supervisors Performing Work	50
Section 16.05 – Conflict with State or Federal Law or Presidential Regulation	50
Section 16.06 – Technology Language	50
Section 16.07 – Tuition Assistance	51

SIDE AGREEMENTS

PAGE NUMBER

1. Ameren Services	54
2. Sale or Other Transfer of CIPS Operation	56
3. 1. Stipulations – 1989	58
a) Definition of Spouse for Pension	
b) Pension Plan Compliance	
4. Pole Reinforcement Agreement	60
5. Substation Electricians	61
6. Clarification of Section 2.05 (Bumping)	63
7. Benefit Plans	66
8. Subcontracting – Emergencies	68
9. Monitoring Agreement	69
10. Jurisdiction Agreement – 2007	70
11. Jurisdiction Agreement – 2012	78
12. Driver's License Agreement – 2012	80
13. Flame Retardant Clothing Provision – 2012	85
14. Storm (Pay to Pack)	86
15. Storage Field Crew Leader	87
16. Southern Division Floater	88
17. Meter Specialist Agreement	89
18. Network/Communications Tech (Telecom)	91
19. Issues & Answers	97

## **AGREEMENT**

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of August, 2022, by and between AMEREN ILLINOIS COMPANY (formerly AmerenCIPS), a corporation organized and existing under the laws of the State of Illinois, party of the first part, who may be referred to herein after as the Company, (see Side Letter and the language on page 46 with respect to Ameren Services) and LOCAL UNION NO. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be referred to hereinafter as the Local Union.

This Agreement shall be binding upon the Company, its successors and assigns, (see Side Letter on page 48) and shall take effect August 26, 2022 and shall remain in full force and effect until and including June 30, 2026 and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by giving of sixty (60) days written notice by either party to the other. If amendment is desired, the contents of amendment shall accompany the notice.

So long as the employees covered under the Illini, Shawnee and Great Rivers Operating Labor Agreements continue to negotiate the Agreements jointly, the committee will be comprised of not more than three employees from each division and will be paid for time lost as has been practiced in the past. When in this Agreement the masculine gender is used, the same shall also apply to the members of the female gender.

### **WITNESSETH: ARTICLE 1 - SCOPE OF AGREEMENT AND UNION SECURITY**

**SEC. 1.01.** The Company recognizes Local Union No. 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees covered under the Shawnee Operating Labor Agreement within the classifications of work and/or employees covered by this Agreement.

**SEC. 1.02.** This Agreement shall have effect only on the properties of the Company known as its Shawnee Division and shall govern all work thereon coming under the jurisdiction of the Brotherhood as usually performed by employees of the Company listed in the employee classifications of Article 4 of this Agreement. (Refer to the Jurisdictional Document dated November 14, 2007 and amended on 8-2-12 for exceptions to this section.)

**SEC. 1.03.**

- A. In the event the Company may find it necessary to contract work covered under this Agreement, it is mutually agreed between the parties hereto that no such work shall be contracted, except major projects customarily contracted for, if such contracting would (1) result in laying off regular employees; (2) require an employee to permanently move to another reporting headquarters; (3) result in an employee being forced to accept a lower rate of pay; (4) no such work shall be contracted if in the last six (6) months employees normally performing that work have been laid off or forced to accept a lower paying job as a result of a



layoff. (Provision number 4 does not apply to meter reading when automatic meter reading is implemented.) It is not the intent of the parties for the work force to be reduced through attrition to allow for the expansion of subcontracting. Therefore, except for major projects customarily contracted for, if the number of employees, by division, employed in the classification being considered for subcontracting falls below the employment levels as indicated in Section C below, it will be a violation of this agreement to undertake additional subcontracting until jobs are posted and/or filled and the staffing level is at or above the level in the appropriate positions.

- B. The Company agrees that it will not contract out work covered under this Agreement unless the employees performing such work receive an amount at least equivalent to the wages and benefits of the classification normally performing the work under this Agreement, unless such work is covered by a separate IBEW or AFL-CIO Agreement. While not detracting from the provisions of Section 1.03, it is not the intent of the parties to reduce or restrict the type of work currently being subcontracted nor increase the costs to the Company for such work.

Except in emergency situations, before bringing contractors on the property, the Company shall notify the union of the name of the contractor, the location the work is being performed and the scope of the project.

- C. The following numbers are effective concerning the employment levels to be used for the subcontracting agreement.

It is understood that during the life of the Labor Agreement the Company may reduce these numbers due to budgetary constraints or other economic conditions. If it is necessary to reduce these numbers the Company will discuss such reductions with the Union, including the justification for reductions. If no agreement is reached, the Company has the option to reduce the numbers. If the Union does not agree with the Company's justification, the matter will be subject to the grievance procedure.

<u>Classification</u>	<u>Shawnee</u>	<u>Great Rivers</u>	<u>Illini</u>
Electric	51	78	79
reman			
urneyman			
prentices			
Gas			
(All Classifications)	31	42	37
Substation	6	6	7
Troubleman	4	5	6
Meter Journeyman	4	4	5
Relay	2	2	3
Telecommunications	3	4	5

Once automated meter reading is in place the remaining non-automated meters will be read by IBEW Local Union 702 represented employees.

D. The above provisions of this Section 1.03 do not apply to the following:

1. When emergency conditions exist (refer to attached side letter).
2. Janitorial work, building and grounds maintenance, leak surveys of distribution and transmission lines (excluding business district surveys), residential gas meter testing, spraying, post-construction restoration, painting, locating, conduit installation, line inspections, right of way clearing (excluding line clearance tree trimming).
3. The following work associated with conduit installation:
  - a. Customer required and/or elected installation of conduit.
  - b. When a developer, if permitted by the ICC, installs their own infrastructure in a subdivision. All work performed under this provision shall be inspected by a qualified bargaining unit employee.
4. Any work associated with Automated Meter Reading/Advanced Metering Infrastructure, except:
  - a. Manual reads for billing except raw meter reads once a route has been converted and turned over to the vendor
  - b. Initial electric and gas meter/module installation – Commercial and Industrial
  - c. Post-deployment electric and gas meter exchange
  - d. Replacement of gas modules

**SEC. 1.04.** All present and new employees, also former employees returning to work, shall be and remain or shall become and remain, respectively, members of the Local Union as a condition of employment hereunder. The Company shall notify the Business Manager of the Local Union whenever a new or re-employed employee is added and shall give advance notice in the event an additional crew is to be added. All such employees shall arrange with the Local Union for membership therein on the thirtieth (30th) day of employment under this Agreement.

**SEC. 1.05.** No member of the Local Union shall be discriminated against or denied employment because of his activities in matters affecting the Brotherhood, unless such activity results in destruction or attempted destruction of Company property, intimidation of other employees or any other act of disloyalty affecting the Company's interests.

**SEC. 1.06.** Union dues will be checked-off of pay only on the separate written order of the individual employee subject to revocation by him at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation.

## ARTICLE 2 - SENIORITY

### SEC. 2.01.

- A. A new employee entering the employment of the Company shall be subject to six (6) months probationary period to permit the Company to determine his ability and fitness to work. The Company shall have the sole right to determine such suitability during this probationary period. After having been employed for six (6) months, he shall become a regular employee, and in that event, he shall be credited with six (6) months seniority as a regular employee.
- B. If the first six months is not continuous employment, it shall be accumulative unless his seniority has been broken as provided in Section 2.06, in which case his seniority will date from the re-employment date. However, the six months seniority credit must be earned in a period of twelve consecutive months beginning as of the first date of employment or re-employment.
- C. In the event a probationary employee loses time in excess of five (5) consecutive working days or more, there will be no service credit given from the first day off until he returns to work.
- D. Nothing shall act to prevent any employee during the first six (6) months of his employment from obtaining adjustments of grievances as provided in Article 3.

**SEC. 2.02.** A temporary employee who is subsequently transferred to a regular position without interrupting his continuity of service, shall be credited with seniority as a regular employee for the actual time of such employment, but seniority so credited for temporary employment shall not exceed six (6) months. No employee shall be credited with seniority hereunder for any period of employment by a predecessor to the Company, except as provided in Sections 2.05 (f) and 2.07 (h).

**SEC. 2.03.** Should two (2) or more employees begin working on the same calendar day, such employees' seniority shall be determined by the drawing of lots and they shall be credited with seniority according to the number drawn.

**SEC. 2.04.** The foregoing shall not alter or affect any rights such as vacation, sick leave, annuities or other benefits and privileges which any regular employee may have accumulated for service with the Company prior to being employed hereunder.

**SEC. 2.05.** When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall govern (refer to Side Letter on page 55):

- A. Employees who have not established seniority with the Company shall be laid off first.
- B. Thereafter, employees shall be laid off in the inverse order of their established seniority. An employee to be laid off shall be entitled to exercise seniority in the department set forth in Section 4.01, of this Agreement without interrupting his continuity of employment, as follows, provided in all cases he has the qualifications required to perform the duties of the employee displaced:

1. He may exercise seniority (or accept the Severance Package per Section 4.05 if his job is eliminated) in the department in which he is employed over the employee of like employee classification who possesses the least seniority in the department, or, at his option, over the employee of any employee classification within the department who possesses the least seniority in the classification under consideration.
  2. If he does not possess seniority within his department to displace an employee of like classification, he may exercise seniority in other departments, displacing only the employee who possesses the least seniority in any employee classification. He shall not displace a foreman unless he previously held that position in the department under consideration.
  3. No apprentice who has been employed for less than one-half of his apprenticeship program shall have preference in case of layoff over a journeyman in the same classification who has established seniority under this Agreement.
  4. An employee who receives notice of layoff and desires to exercise seniority shall notify the Company within five (5) days after such notice. The Company shall not be required to consider employees who fail to give notice as prescribed herein, but consideration shall be given to employees who at the time are absent on account of sick leave, vacation or other valid reason.
- C. The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the Company being required to lay off employees possessed of skill essential to properly perform the work available at the time of the layoff, not possessed by employees having greater seniority.
- D. When adding employees, those having established seniority, most recently laid off on account of curtailment of work, shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, provided they have the qualifications required.
- E. Notwithstanding any of the terms of this article, an employee who has been laid off shall lose all accumulated seniority and all rights to be re-employed unless he registers with the Division Manager or, in the case of Power Plant employees, with the Manager of the Power Plant, either in person or by registered mail, within thirty (30) days following the date of layoff and thereafter during the month of December of each year.
- F. The seniority of a former Illinois Electric and Gas Company (hereinafter referred to as IE&G) employee shall be computed under this Section 2.05 by combining the amount of his seniority under IE&G and the amount of his seniority with the Company. In determining seniority under this Section between a former IE&G employee and an employee of the Company on November 30, 1962, such Company employee shall be allowed credit for all time worked as a temporary employee.

**SEC. 2.06.** Seniority shall be deemed to have been broken for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged and not reinstated.

- C. If the employee is absent from work without authorized leave except when satisfactory reason for his absence is given.
- D. If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- E. If an employee is laid off for twenty-four (24) consecutive months; he shall, however, not lose his seniority, if it exceeds twenty-four (24) months, unless he is laid off for a continuous period equal to the seniority he had acquired under Sections 2.01, 2.02, and 2.03, at the time of layoff. In the event that an employee with five (5) or more years of service is laid off in excess of five (5) continuous years then the seniority of such employee shall terminate.

**SEC. 2.07.** When making promotions of employees, the following procedure shall govern:

- A. Promotions shall be by departments as set forth in Section 4.01, of this Agreement. Employees currently working in a department in which promotions are under consideration shall have preference for such promotions; ability and qualifications being sufficient, seniority, as defined in Sections 2.01 to 2.03 inclusive of this article, shall prevail.
- B. When promotions to supervisory positions (General Foreman, Foreman, Gas Storage Crew Leader & Journeyman, Gas Utility Journeyman Tech (Regulation), and Storekeeper (Mattoon), other than temporary assignments, are contemplated, all employees shall have the right to bid on vacancies in regular supervisory positions. Only employees within the unit will be considered. Employees from outside the department or with less than three (3) years of seniority with the Company as journeymen or equivalent experience will be considered only in special cases where there are no qualified applicants in the department with three (3) or more years of such employment. The Company will discuss the qualifications of applicants with the Union before selecting regular supervisory employees, but after discussion the Company will have the sole right to make such selections, subject to the limitations heretofore mentioned. Supervisory positions covered by this paragraph are identified by an asterisk placed before the employee classifications in Section 4.01 of this Agreement. Assignments to regular supervisory positions which are temporarily open due to absence of regular supervisors shall be made by the Company to those positions where it has made such assignments in the past. Such temporary supervisors shall be selected from the unit at the sole discretion of the Company.
- C. Leadership positions in all departments, except as noted in 2.07 B above, (i.e., Crew Leader, Leadman) will be filled at management's discretion by utilizing the below process:
  - Post an interest list for a period of seven (7) days
  - The Company will review the work record and consider leadership qualities of each candidate to determine eligibility for the leadership position.
  - 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.
  - 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

- 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
- Temporary vacancies will continue to be filled as currently practiced
- Any dispute over the Company's decision will be subject to the contractual grievance procedure if so desired.

D. If there are no qualified employees in the department under consideration who will accept the promotion, then promotion shall apply to employees in the remaining departments.

E. Should an employee decline a promotion, it shall have no effect on his future promotions.

F. An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he does not qualify within a reasonable time he shall be returned to the position he formerly held.

G.

1. When vacancies occur or when new positions are created within the departments of Section 4.01 of this Agreement the Company will post a notice on its bulletin boards for a period of seven (7) calendar days announcing the position open. Employees desiring to be considered shall make written application within the seven (7) day period. When necessary, temporary assignments will be made for the period the position is considered open.

All bargaining units will transition to electronic bidding as long as all employees 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.

2. When a temporary vacancy occurs, the Company will post a notice on its bulletin boards for a period of five (5) days announcing the position open. Employees desiring to be considered shall make written application to the Division Manager setting forth their qualifications. When necessary, temporary assignments will be made for the period the position is considered open. If a temporarily absent employee fails to return to his position, then the temporary vacancy and all other vacancies caused by his absence, and filled by the bid procedure, will become permanent. If the temporarily absent employee returns to his position, then all employees filling temporary positions as a result of his absence will return to the positions held at the time they bid the temporary positions. An employee filling a temporary vacancy in another department carries his seniority with him. When a temporary position is filled by a new employee, the new employee will be covered under Article 2 of this Agreement.

H. The seniority of all former IE&G employees under this Section 2.07 shall commence on December 1, 1962; but in determining bidding rights between two (2) or more former IE&G employees, the amount of their seniority with IE&G shall be combined with the amount of their seniority with the Company.

I. An employee may not re-bid his immediate preceding job at his former location until he has filled his present job for at least six (6) months.

**SEC. 2.08.**

- A. An employee who has established seniority, if he can be spared from duty, may be granted a Leave of Absence for a reasonable cause, and while on such Leave of Absence, he shall not forfeit any seniority he may therefore have established, provided he does not overstay his leave or accept employment elsewhere while on such leave without the written approval of the Company. Unless otherwise provided in the Labor Agreement, an employee granted a Leave of Absence shall not accumulate any seniority while on such Leave of Absence after such leave exceeds ninety (90) days.

An employee returning from a Leave of Absence has no guarantee to the same job he held at the time his Leave of Absence commenced. At the completion of his Leave of Absence, an employee shall immediately exercise his seniority to bid on any open vacancy for which he is qualified to fill. If the employee does not possess the seniority to be awarded such vacancy, he must continue to bid on all subsequent vacancies until he is awarded a job. If there are no vacancies at the time he is ready to return to work, the employee must then exercise his seniority and bid all subsequent vacancies for which he is qualified.

- B. A disabled employee may be granted a leave of absence of up to 30 months from the date of disability. An employee drawing Long Term Disability benefits may continue on Leave of Absence until L.T.D. benefits stop or normal retirement. No employee shall accumulate any seniority beyond 30 months from the date of disability.
- C. All leaves of absence are to be requested or confirmed in writing using the appropriate company form; however, verbal and/or written approval may be granted by the employee's supervisor for leaves of absence of four (4) days or less. Leave of Absence of more than four (4) days requires written approval by the Human Resources Department.

**SEC. 2.09.** Time spent in military service will be credited to an employee's seniority with the Company provided that he returns to work after having been released from military duty within the time limitation prescribed by the Universal Military Training and Service Act.

**SEC. 2.10.** An employee who is injured while in the employ of the Company shall continue to accumulate seniority and upon recovery shall be reinstated to his former position with full seniority provided he makes application to return to work within fifteen (15) days after he is pronounced recovered by the Company's physician, if he is physically qualified to perform the work.

**SEC. 2.11.** The Company and the Union may, by mutual agreement suspend or alter the provisions of this article in case of a mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Company, on or off duty, or while on authorized leave serving in the United States Military Service.

(Refer to Side Letter on page 46 concerning Ameren seniority.)

## **ARTICLE 3 NEGOTIATION AND ARBITRATION**

**SEC. 3.01.** The services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Company, and the Local Union agrees that under no conditions, and in no event whatsoever, will the employees who are members of the Brotherhood covered by this Agreement be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accord with the terms of this Agreement, and the Company agrees on its part to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operation of the Company's property, and that any differences that may arise between the above mentioned parties shall be settled in the manner herein provided.

**SEC. 3.02.** Should a contingency arise where an employee and/or employees covered by this Agreement, ceases work of his or their own volition, the Local Union hereby agrees to provide the Company with proper and adequate services to enable the Company to continue operation of its properties without interruption or other injurious effect.

**SEC. 3.03.** In case of any disagreement arising between the Company and any employee and/or employees under this Agreement, such disagreement shall be first presented by such employee or employees to the Supervisor of the Company in charge of the work and the Business Manager of the Local Union or his representative. The settlement of any grievance by a first line supervisor and a steward will be considered on a non-precedent basis and neither party will rely on the grievance settlement to support its position on any matter in the future.

**SEC. 3.04.** In case of a failure to agree in this manner, the grievance shall be presented in writing to the Division Manager of the Company within sixty (60) calendar days of the occurrence of the alleged grievance. The Business Manager of the Local Union, or his representative, who may be accompanied by a committee of the employees of the Company, shall endeavor to adjust such disagreement with the Division Manager of the Company.

**SEC. 3.05.** In case of failure to agree with the Division Manager of the Company within ten (10) days (Sundays and holidays excluded), all such matters of disagreement not settled in the foregoing manner shall be referred to the Manager of the Labor Relations Department of the Company and the Business Manager of the Local Union or his representative.

**SEC. 3.06.** In case of a failure to agree under Section 3.05 within ten (10) days (Sundays and holidays excluded) either party may request that the matter be submitted to arbitration. Upon request of the Union or Company's request for arbitration, the parties will alternately strike from the list of arbitrators named in the agreed-to permanent panel of arbitrators until one name remains, and he shall be the arbitrator. The decision rendered by the arbitrator shall be final and binding on the parties hereto. The expense of the arbitrator shall be borne equally by the Company and the Local Union.



**SEC. 3.07.** When the Company has a court reporter at an arbitration hearing and the Union has not requested the court reporter to be present, the Union may purchase a copy of the hearing transcript from the court reporter by paying for the cost of the copy.

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

**SHAWNEE LABOR AGREEMENT  
ARTICLE 4 – CLASSIFICATIONS OF  
EMPLOYEES AND RATES OF PAY**

**Sec. 4.01.**

**LINE DEPARTMENT**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA2040	* Line Foreman	53.52	55.39	57.11	58.82
HA2100	* Local Line Fore 3 Men Or Less	52.54	54.38	56.07	57.75
HA2010	* Electric Utility Foreman	54.57	56.44	58.16	59.87
HA2900	Journeyman Lineman Outlyi	51.32	53.12	54.77	56.41
HA2810	Lineman Handling Orders	51.02	52.81	54.45	56.08
HA2800	Journeyman Lineman	49.69	51.43	53.02	54.61
HA2651	Appr Lineman 1st 9 Mos	38.51	39.86	41.09	42.32
HA2652	Appr Lineman 2nd 9 Mos	40.99	42.43	43.74	45.05
HA2653	Appr Lineman 3rd 9 Mos	43.48	45.00	46.39	47.78
HA2654	Appr Lineman 4th 9 Mos	45.96	47.57	49.04	50.51

\* Denotes supervisor positions mentioned in Section 2.07, Paragraph B.  
For seniority purposes, Journeyman Lineman and Outlying are the same.

**LINE DEPARTMENT (Cont.)**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA2350	Patrolman-Groundman	39.10	40.47	41.72	42.97
HA2500	Groundman-Truck Driver	39.66	41.05	42.32	43.59
HA2181	Groundman-Class A	36.30	37.57	38.73	39.89
HA2252	Meter Reader-Grdman	36.84	38.13	39.31	40.49
HA2253	+Mtr Rd-Grdm 1st 6 Mos-80%	29.47	30.50	31.45	32.39
HA2254	+Mtr Rd-Grdm Aft 6 Mos-85%	31.31	32.41	33.41	34.42
HA2255	+Mtr Rd-Grdm Aft 12 Mos-90%	33.16	34.32	35.38	36.44
HA2256	+Mtr Rd-Grdm Aft 18 Mos-95%	35.00	36.22	37.34	38.47

+ Applies only to employees hired after July 1, 1992. Employees in the Bargaining Unit as of July 1, 1992 who become Meter Readers will begin at the Meter Reader Groundman rate

**ELECTRIC SYSTEM DEPT.**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA3580	* Substation Foreman	53.28	55.11	56.79	58.46
HA3550	* Asst Substation Foreman	52.23	54.06	55.74	57.41
HA3500	Substa Elec-Troubleman	50.46	52.23	53.85	55.47
HA3501	Substa Elec-Troubleman Leadman (Temp)	52.49	54.33	56.01	57.69
HA3210	Substation Electrician	49.54	51.27	52.86	54.45
HA3251	Appr Substa Elec 1st 9 Mos - 82.93%	41.08	42.52	43.84	45.16
HA3252	Appr Substa Elec 2nd 9 Mos - 85.12%	42.17	43.64	44.99	46.35
HA3253	Appr Substa Elec 3rd 9 Mos - 87.83%	43.51	45.03	46.43	47.82
HA3254	Appr Substa Elec 4th 9 Mos - 92.5%	45.82	47.42	48.90	50.37

\* Denotes supervisory positions mentioned in Section 2.07, Paragraph B.  
For seniority purposes, Substation Electrician and Troubleman are the same

**ELECTRIC SYSTEMS DEPT. (Cont.)**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA4900	Network Technician	55.16	57.09	58.86	60.63
HA3930	Communications Technician	54.27	56.17	57.91	59.65
HA3931	Communication Technician 1st 6 Mos	50.00	51.75	53.35	54.95
HA3932	Communication Technician 2nd 6 Mos	51.06	52.85	54.49	56.12
HA3933	Communication Technician 3rd 6 Mos	52.12	53.94	55.61	57.28
HA3934	Communication Technician 4th 6 Mos	53.15	55.01	56.72	58.42
HA3940	Communication Technician Outly	54.49	56.40	58.15	59.89
HA3760	Substation Relay Technician	54.58	56.49	58.24	59.99
HA3761	Substation Relay Technician 1st 9 Months	51.36	53.16	54.80	56.45
HA3762	Substation Relay Technician 2nd 9 Months	52.23	54.06	55.74	57.41
HA3763	Substation Relay Technician 3rd 9 Months	53.11	54.96	56.67	58.37
HA3764	Substation Relay Technician 4th 9 Months	53.87	55.76	57.48	59.21
HA1943	Dist. Automation Tech	54.58	56.49	58.24	59.99
HA1944	Dist Automation Tech 1st 9 Months	51.36	53.16	54.80	56.45
HA1945	Dist Automation Tech 2nd 9 Months	52.23	54.06	55.74	57.41
HA1946	Dist Automation Tech 3rd 9 Months	53.11	54.96	56.67	58.37
HA1947	Dist Automation Tech4th 9 Months	53.87	55.76	57.48	59.21

**ELECTRIC SYSTEMS DEPT. (Cont.)**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA3680	Groundman-Truck Driver	39.66	41.05	42.32	43.59
HA3681	Groundman-Truck Driver Low Boy	39.66	41.05	42.32	43.59
HA3620	Groundman-Class A	36.30	37.57	38.73	39.89
HA0508	Meter Specialist	40.42	41.83	43.13	44.42
HA4231	Mtrng Tech Appr 1st 9 Months	41.21	42.66	43.98	45.30
HA4232	Mtrng Tech Appr 2nd 9 Months	42.65	44.14	45.51	46.88
HA4233	Mtrng Tech Appr 3rd 9 Months	44.09	45.63	47.05	48.46
HA4234	Mtrng Tech Appr 4th 9 Months	45.04	46.62	48.07	49.51
HA4235	Metering Technician	47.92	49.60	51.14	52.67
HA4223	Meterman Journeyman	46.53	48.16	49.65	51.14
HA4224	Meterman + 6 Months	47.14	48.79	50.30	51.81

**GAS DEPARTMENT**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA5150	* Gas Utility Foreman	49.65	51.35	52.91	54.47
HA5151	* Gas Utility Foreman (W)	50.77	52.51	54.11	55.70
HA5152	* Gas Utility Foreman - 125WC	50.77	52.51	54.11	55.70
HA5010	* Asst Gas Uty Foreman (Temp)	45.61	47.21	48.67	50.13
HA5011	* Asst Gas U. Fore. (Temp) (W)	46.60	48.23	49.73	51.22
HA5350	Gas Utility Leadman (Temp)	48.60	50.30	51.86	53.42
HA5351	Gas U.Leadman (Temp) (W)	49.72	51.46	53.06	54.65
HA5410	Gas Utility Leadman	48.60	50.30	51.86	53.42
HA5411	Gas Utility Leadman (W)	49.72	51.46	53.06	54.65
HA5900	Gas Utilityman Jry Outly	44.18	45.73	47.15	48.56
HA5901	Gas U Jry Outly (W)	45.29	46.88	48.33	49.78
HA5902	Gas Utilityman jry Outly - 125WC	45.29	46.88	48.33	49.78
HA5800	Gas Utilityman Jryman	43.83	45.36	46.77	48.17
HA5801	Gas U. Jryman (W)	44.94	46.51	47.95	49.39
HA5751	Gas U.Man Appr 1st 9 Mos (86.25%)	37.80	39.12	40.34	41.55
HA5752	Gas U.Man Appr 2nd 9 Mos (89%)	39.01	40.37	41.63	42.87
HA5753	Gas U.Man Appr 3rd 9 Mos (92.5%)	40.54	41.96	43.26	44.56
HA5754	Gas U.Man Appr 4th 9 Mos (95%)	41.64	43.09	44.43	45.76
HA5761	Gas U. Appr 1st 9 Mos (W) (86.25%)	38.76	40.11	41.36	42.60
HA5762	Gas U. Appr 2nd 9 Mos (W) (89%)	40.00	41.39	42.68	43.96
HA5763	Gas U. Appr 3rd 9 Mos (W) (92.5%)	41.57	43.02	44.35	45.69
HA5764	Gas U. Appr 4th 9 Mos (W) (95%)	42.69	44.18	45.55	46.92
HA5200	Gas Utilityman Helper	36.51	37.79	38.96	40.13

\* Denotes supervisory positions mentioned in Section 2.07, Paragraph B.  
 For seniority purposes Gas Utility Journeyman, Leadman, Leadman (Temp), and Outlying are the same

**GAS DEPARTMENT (Cont.)**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA5050	* Gas Meter Foreman	50.01	51.76	53.36	54.96
HA5040	* Gas Meter Foreman (W)	51.12	52.91	54.55	56.19
HA5940	* Gas Storage Crew Leader	47.86	49.54	51.08	52.61
HA5941	* Gas Storage Crew Leader (W)	48.98	50.69	52.26	53.83
HA5925	* Gas Ut Man Jry-Storage Op	45.61	47.21	48.67	50.13
HA5926	* Gas U. Jry-Storage Opr W	46.73	48.37	49.87	51.37
HA5942	Gas Storage Field App - Step 1 (86.25%)	39.34	40.72	41.98	43.24
HA5943	Gas Storage Field App - Step 2 (89%)	40.59	42.02	43.32	44.62
HA5944	Gas Storage Field App - Step 3 (92.5%)	42.19	43.67	45.02	46.37
HA5945	Gas Storage Field App - Step 4 (95%)	43.33	44.85	46.24	47.62

\* Denotes supervisory positions mentioned in Section 2.07, Paragraph B.



**GAS DEPARTMENT (Cont.)**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA5930	* Gas Utilityman Jry-Techni	48.60	50.30	51.86	53.42
HA5931	* Gas Utilityman Jry-Tech (W)	49.72	51.46	53.06	54.65
HA5932	*Gas U Jry-Tech -125(W)	49.72	51.46	53.06	54.65
HA0680	Gas Utilityman Jry - Tech Appr - Step 1 (86.25%)	41.92	43.38	44.73	46.07
HA0681	Gas Utilityman Jry - Tech Appr - Step 2 (89%)	43.25	44.77	46.16	47.54
HA0682	Gas Utilityman Jry - Tech Appr - Step 3 (92.5%)	44.96	46.53	47.97	49.41
HA0683	Gas Utilityman Jry - Tech Appr - Step 4 (9%)	46.17	47.79	49.27	50.75
HA1933	Gas Control Tech	54.49	56.40	58.15	59.89
HA1934	Gas Control Tech 1st 9 mon	51.28	53.07	54.72	56.36
HA1935	Gas Control Tech 2nd 9 mon	52.15	53.97	55.65	57.31
HA1936	Gas Control Tech 3rd 9 mon	53.02	54.88	56.58	58.27
HA1937	Gas Control Tech 4th 9 mon	53.78	55.67	57.39	59.11
HA1595	Corrosion Control Tech entry	36.95	38.24	39.43	40.61
HA1600	Corrosion Control Tech	43.83	45.36	46.77	48.17
HA1605	Corrosion Control Tech - L1 cert	44.50	46.06	47.49	48.91
HA1610	Senior Corrosion Control Tech	46.81	48.45	49.95	51.45

\* Denotes supervisory positions mentioned in Section 2.07, Paragraph B.

**STORES DEPARTMENT**

<b>Job Code</b>	<b>Job Title</b>	<b>7/21/22 (4.5%)</b>	<b>7/1/23 (3.5%)</b>	<b>7/1/24 (3.1%)</b>	<b>7/1/25 (3.0%)</b>
HA4600	* Storekeeper	44.40	45.95	47.37	48.79
HA4800	Storeroom Man (Marion)	38.15	39.49	40.71	41.93
HA4880	Storeroom Man Leadman	41.12	42.56	43.88	45.20
HA4954	Truck Driver (Stores)	40.13	41.53	42.82	44.10
HA4955	Storerm Man/Tr Drvr 1st 6	35.49	36.73	37.87	39.01
HA4956	Storeroom Man/Truck Drive	38.61	39.96	41.20	42.44

\* Denotes supervisory positions mentioned in Section 2.07, Paragraph B.

**SEC. 4.02.** When an employee works a higher paying job for more than two (2) hours, but for half a shift or less, he will receive the higher rate of pay for half a shift. Employees working in a higher paying job for more than half a shift will receive the higher rate of pay for the entire shift. (This Section cancels all previous Side Letters regarding upgrades.)

**SEC. 4.03.** Employees will only be employed when and in such numbers as the operations of the Company may in its judgment require.

**SEC. 4.04.** An employee whose job is eliminated is entitled to the following severance plan.

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

## **ARTICLE 5 - SPECIAL RULES APPLYING TO TEMPORARY EMPLOYEES**

**SEC. 5.01.** All Groundmen-Class "A" and Gas Helpers employed under this Agreement shall be known as temporary employees.

**SEC. 5.02.** The provisions of Articles 2, 10, 11, 12 and 14 shall not apply to temporary employees.

**SEC. 5.03.** When temporary right of way clearing crews are added, their working days, designated holidays excluded, shall be five (5) consecutive days per calendar week, Monday to Friday inclusive, and their regular hours of employment per day shall be from 7:00 A.M. to 3:00 P.M. The noon meal shall be carried by the employees.

**SEC. 5.04.** Temporary employees who report for work in the absence of notice not to report and in the event they are called to work and report but are not then assigned, shall in either case be paid two (2) hours at their straight time rate of pay for so reporting.

**SEC. 5.05.** When making reductions in the number of temporary employees, those most recently hired in the crew which is to be reduced shall be laid off first.

## **ARTICLE 6 - FOREMEN JOURNEYMEN AND APPRENTICES**

**SEC. 6.01.** The ratio of apprentices to journeymen in any classification where the services of apprentices are employed shall not be greater than one (1) apprentice to each five (5) journeymen. It is understood and agreed that Linemen apprentices shall serve at least eighteen (18) months on construction work in order that said apprentices may become fully qualified mechanics in the required time.

**SEC. 6.02.** Linemen and Substation Electrician apprentices who have less than eighteen (18) months of experience shall not be allowed to work on live lines or equipment over 440 volts, but such apprentices having eighteen (18) months or more of experience may work on live lines or equipment over 440 volts providing they are assisting a Journeyman Lineman or Electrician in performing such work.

**SEC. 6.03.** A Lineman, Substation Electrician, Gas, Communications Technician, Metering or Relay Apprentice who is absent from regular work in excess of one hundred sixty (160) hours during any apprenticeship progression wage rate set forth in Section 4.01, of this Agreement, excluding vacation time and a maximum of eighty (80) hours of short leaves of absence of sixteen (16) consecutive scheduled working hours or less, shall not advance to the next higher wage rate step until he has subsequently worked additional regular working hours equal to the excess over one hundred sixty (160). Postponement of advancement to the next higher wage rate step due to such absence shall not reduce the succeeding apprenticeship step.

**SEC. 6.04.** If the Union should discontinue its present Apprenticeship Classroom Training Program, the duration of each nine (9) month apprenticeship progression wage rate step for those employees who have not completed said training program shall immediately thereafter be increased to twelve (12) months each.

**SEC. 6.05.** Line and Substation Department apprentices who have completed their apprenticeship training, but who fail to pass a satisfactory journeyman's examination, which examination shall be before the Examining Board of the Local Union, shall receive two and one-half (2 1/2) cents per hour increase in wage rate, which increased wage shall be the wage for such apprentices until such time as they pass a satisfactory journeyman's examination and/or are assigned to perform the work of a journeyman.

**SEC. 6.06.** Line or Substation Foremen in charge of a crew of four (4) or more men shall not be required to do a regular Lineman's or Electrician's work or wear the tools, except in case of emergency.

**SEC. 6.07.** Utility Foremen and Assistant Gas Utility Foremen (temporary), in addition to their duties as such, shall perform such work as is assigned to the employees under their supervision.

**SEC. 6.08.** The duties of Gas Utility Apprentice for the first eighteen (18) months of Apprenticeship, when not accompanied by a journeyman, shall be limited as follows: For the first nine (9) months of Apprenticeship they shall not work on live gas lines or equipment. For the next nine (9) months of Apprenticeship they may light gas furnaces and water heaters if qualified. (Qualified means the Apprentice has successfully completed the customer premises portion of his Apprenticeship training.) A 2<sup>nd</sup> 9 Month Apprentice may adjust controls of such equipment and work on live gas lines or equipment operating at more than 125 pounds of pressure if accompanied by a qualified Journeyman. After eighteen (18) months of Apprenticeship, they may perform all classes of work for which they are qualified. If extra assistance is needed they shall request such assistance and such assistance shall not be denied.

**SEC. 6.09.**

- A. A Gas Utilityman Helper will perform the duties of a Gas Utilityman-Apprentice-1st 6 Months, except as hereinafter provided:
- B. They shall not operate trenching or digging equipment unless in the vicinity of the crew. When a helper reads a scheduled meter route, he shall receive the rate of Meter Reader.

**SEC. 6.10.** On Division Gas Construction Crews consisting of two (2) men or more, there will be a Gas Lead Man in charge.

When three (3) or more Division Gas Construction Crews consisting of two (2) men or more are working together as a unit, one man will be in charge of said unit and will be designated Gas Utility Foreman (Temporary).

**SEC. 6.11.** When the Company assigns two (2) or more Gas employees to work together as a crew on a gas construction project, the Company shall designate one (1) man as Gas Lead Man-Temporary. If a Gas Utility Foreman is on the job actively supervising such a project, no Gas Lead Man-Temporary shall be designated.

**SEC. 6.12.** Prior to being awarded a job in the Gas Department an employee must successfully pass the Gas Evaluation (GAS EV's) administered by the Company. The Gas Evaluation examination will be administered by the Company within five (5) working days after the successful bidder is identified. If the test is not administered within the five days, the Company will proceed with awarding the employee the position with the understanding that he still must successfully pass the Gas Evaluation examination or return to his former job.

A Gas Journeyman, selected by the Union, will be present when the Gas EV Test is given to the applicant.

**SEC. 6.13.** In order to bid the position of Relay Technician, an employee must satisfy the requirements set forth in the December, 1997 Operations Support Agreement.

**SEC. 6.14.** A Journeyman Lineman who bids into the Substation Department will be classified as an Apprentice Substation Electrician 3<sup>rd</sup> 9 Months of Apprenticeship and progress to Journeyman from that point.

**SEC. 6.15.** An employee who has held the classification of Substation Electrician Journeyman may bid into the Line Department as Apprentice Lineman 3<sup>rd</sup> 9 Months of Apprenticeship contingent upon the successful completion of the climbing school.

**Sec. 6.16.** 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.

**Sec. 6.17.** Employees hired or bid/transfer into an apprenticeship on or after July 1, 2017 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.

#### **Sec. 6.18. 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 Rotating Callout procedure.

##### **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 will be \$1.05 for the night shift ET. 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. 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 (*applies only 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 rotating 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 employee accepts the First Responder duty, outlying employees who meet residency requirements may be offered the opportunity when deemed appropriate by the Company prior to forcing an 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 hours 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 rotating callout list will only be used if there are insufficient on-duty and on-call employees.

- a. 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.
- b. Prior to establishing a First Responder at any location, the Company and Union will meet to establish an initial First Responder Overtime List.
- c. Gas apprentices, if qualified, may respond to emergencies as currently practiced.
- d. Unless mutually agreed otherwise, apprentices will not fill the First Responder duty.

### 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

#### **Sec. 16.19 CORROSION CONTROL TECHS**

Replace NACE Level 2 requirements for CCT Sr level with an in-house testing similar to NACE with relevant utility knowledge. The Company will develop the testing at its sole discretion.

#### Qualification and Advancement

Employees assigned to the CCT classification must meet and maintain the following qualifications in order to advance to the Senior CCT classification if the opportunity to meet the qualifications is made available by the Company.

1. Completion of four (4) years or more of full-time corrosion work.
2. Successful completion of either the Company's Senior Level test consisting of a lab (hands-on) portion, and a written test, or the NACE Cathodic Protection Technician certification course, or equivalent, within four (4) years and maintenance of such certification. Alternatively, achievement of the NACE Corrosion Technician certification course, or equivalent, and maintenance of such certification will be acceptable.



3. Successful completion of all four (4) of the Purdue University Corrosion Control Short courses (Basic, Intermediate, Advance, and Rectifier), or equivalent.
4. Successful completion of all Ameren O.Q. modules required to perform the duties of the position.
5. Employees who choose to take the in-house Senior Level test, may choose to also participate in the NACE certification program

## **ARTICLE 7 - HOURS OF EMPLOYMENT**

### **SEC. 7.01.**

- A. The regular working hours per day and working days per calendar week for all regular employees except as noted in paragraph B and C, designated holidays excluded, shall be from 7:00 A.M. to 3:00 P.M. Monday to Friday inclusive.

The hours of work include a 30 minute lunch period to be taken at the employee's job site. Any unusual circumstances concerning the paid lunch hour at the job site will be handled by the employee and his supervisor.

- B. Four (4) ten (10) hour work week schedules may be implemented upon mutual agreement between the Company and the employee(s) under the following conditions:
1. The schedule will be Monday-Thursday or Tuesday-Friday.
  2. The hours will be 7:00 a.m. to 5:00 p.m.
  3. During the week of a holiday those on a four (4) ten (10) hour schedule will revert to a five (5) eight (8) hour schedule for that week.
  4. Meal periods will be two (2) hours after the end of the shift per the meal language.
  5. Absences will be paid in ten (10) hour increments but will not increase the forty (40) hour first hour sick leave provision.
  6. The schedule will be requested by either party in the previous week and at a time duration stated – Those working as a crew at the time the request is made will be considered
  7. All employees affected must agree to the schedule (i.e., three (3) man line crew; all three (3) must agree).
  8. In case of individual requests it will be offered by seniority until enough employees accept or it is declined.
  9. Paid days not worked, for any reason, shall be paid in the same hourly increments as the schedule the individual is working (10 hours during 4- 10 hour day schedule and 8 hours during 5 - 8 hour day schedule).
  10. Odd lot vacation hours (less than 4 hours or between 5 hours and 7 hours) remaining at the end of the vacation year will be handled in one of the following manners:
    - a. The employee may take the odd lot hours as a partial vacation day at the start of or end of the normal working day.
    - b. The employee may roll the hours to the next calendar year as long as the total amount of hours rolled over does not exceed 40 hours.
    - c. If the employee has used all of his contractual partial vacation days the employee shall be given one additional opportunity to use (see 10. a.) the remaining odd hours.

- d. The employee will not be allowed to combine vacation hours with time off without pay.

Either party may request to revert back to the normal work schedule with no less than a three (3) day notice to be effective the following week.

**SEC. 7.02.** If the aforementioned hours of employment prove unsatisfactory or impracticable, other schedules of hours may be mutually agreed upon and arranged by the parties hereto.

**SEC. 7.03.** All overtime worked in excess of the regular scheduled days and/or hours above specified shall be paid for at the rate of time and one-half except Sundays and holidays or days celebrated therefor, which shall be paid for at the double time rate, unless otherwise provided in Section 7.13 or 7.14.

**SEC. 7.04.** All overtime shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable.

**SEC. 7.05.** Employees required to continue at work beyond regular working hours shall be paid at the prevailing overtime rate for actual excess time.

**SEC. 7.06.** Employees called back to work after having been released from their regular day's work shall receive a minimum of two (2) hours' pay at applicable overtime rates.

**SEC. 7.07.**

- A. Employees called out on their regular work days for emergency work, less than two (2) hours in advance of their regular scheduled working hours, shall receive a minimum of two (2) hours' pay at prevailing overtime rates.

**B. Minimum Overtime Response**

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.

#### **SEC. 7.08.**

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

**SEC. 7.09.** Employees required to work at a height of one hundred seventy five (175) feet or more on towers shall be paid for the time spent at or above such height at the double time rate irrespective of the day or hour. When work is performed at such height for less than one (1) hour they shall receive a minimum of one (1) hour's pay at the double time rate.

**SEC. 7.10.**

- A. 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.
- B. The accumulation of the fourteen (14) hours to determine the rest period for employees who are performing work in classifications covered under the residence requirements of Article 14 but who are not yet required to comply with the residence requirements set forth in this article will begin when they receive the call to report to work even though their actual pay does not begin until they report to their headquarters location.

**SEC. 7.11.**

- A. Employees shall not be required to work on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, the last work day before Christmas Day, Christmas Day and the last work day before New Year's Day, except in emergencies and except as otherwise provided in this Agreement. Whenever there is a conflict between the Federal and State Governments concerning the date on which a holiday will be celebrated, the date designated by the State of Illinois shall prevail.
- B. For all regular employees, whenever a holiday 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 and New Year's Eve holiday shall be

observed on the last work day prior to the holiday observed as Christmas or New Year's. Said employees shall receive eight (8) hours' pay at their straight time hourly rate stipulated in Section 4.01, for such holidays or days celebrated therefor, and they shall normally be excused from work on said days. When said employees are called and work on a day celebrated as a holiday, they shall receive additional pay for the actual hours worked (with a minimum of two (2) hours for each call-out) in accordance with Section 7.04. When a holiday falls on a Saturday, overtime work on Saturday shall be at the time and one-half rate of pay.

**SEC. 7.12.** 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 report to work that day. When an employee is assigned to a long term jury, the above terms may be altered by mutual agreement.

## **ARTICLE 8 WORKING RULES AND CONDITIONS**

**SEC. 8.01.** All regular employees shall receive full time employment provided they report in condition to perform their work.

**SEC. 8.02.** Employees shall not be compelled to work under severe weather conditions unless an emergency exists. All meters shall be read in accordance with the schedules established by the Company except when weather conditions, in the judgment of the Company, are of such severity as to prevent reading of meters.

**SEC. 8.03.** The classifications of Lineman-Outlying Town and Gas Utility Man-Journeyman-Outlying Town apply to a Lineman or a Gas Utility Man-Journeyman respectively, headquartered alone in an outlying town.

**SEC. 8.04.** Class "A" Groundmen shall be those who perform work in any Line or Substation crew. Class "A" Groundmen shall be those who are hired from time to time for the purpose of clearing right-of-way or mowing and cleaning pole yards and other Company premises. Gas Helpers shall be those who are hired from time to time for the purpose of excavating and back filling ditches and other unskilled gas labor.

**SEC. 8.05.** When the Groundman-Truck Driver position on a Line Crew is vacated, it will be posted for a Journeyman or an Apprentice.

**SEC. 8.06.**

- A. Metermen and Relay Men shall not do conduit work when such installations are extensive and are a part of a conduit project assigned to Substation Electricians. Metermen and Relay Men shall do all other conduit work in connection with installing, removing, replacing and repairing relays, meters, instrument transformers, time switches, voltmeters, and similar instruments and their associated equipment.
- B. Metermen or Relay Men shall do no switchboard work except that which directly pertains to the installing, removing, replacing and repairing of relays, meters, instrument transformers, time switches, voltmeters, and similar instruments and their associated equipment.
- C. Metermen and Testers duties shall include installing, removing and changing single phase meters which upon routine test, have been found defective.

**SEC. 8.07.** The assignment of air brake switch installations, removals, replacements and repairs shall be as follows: All air brake switches installed on substations and on steel switching structures, except those on steel poles and on steel transmission line towers, shall be assigned to Substation Electricians. All Air brake switch installations on individual wood poles, wood switching structures, steel poles and steel transmission line towers, shall be assigned to Linemen; and in cases of emergency, or to avoid service interruptions or to promptly restore service, Linemen may be required to also make repairs to and adjustments of all switches irrespective of their location. Minor needed repairs to and adjustments of said switches necessitating arranged-for interruptions, may also be required to be made by Linemen when Substation Electricians are not available or when the location of the work is at such distance that assignment to Electricians would result in serious delay or excessive travel time.

**SEC. 8.08.** Journeymen, Foremen or Apprentices may drive Line or Substation trucks during the absence of the regular Truck Drivers.

**SEC. 8.09.** The Company will fill a temporary absence in the positions of Foreman and Storekeeper for any reason if they are not performing their job that day.

**SEC. 8.10.** The classification of Substation Electrician-Troubleman which has been created shall not interfere with the Company's operation. In case a Substation Electrician-Troubleman is not available, any Substation Electrician who is available will be called upon.

**SEC. 8.11.**

- A. Employees shall have a tool belt, safety strap and climbers, which are satisfactory to the Company when he starts to work. The Company will replace tool belts, safety straps, and climbers at Company expense when in the Company's opinion they are worn out. Any employee leaving the employ of the Company shall be permitted to take his assigned tool belt, safety strap and climbers with him.
- B. The Company will replace pliers (8" or 9") for Electric Department employees and safety prescription glasses for Gas Department employees who wear glasses and weld. Worn out, or broken pliers referred to above and damaged prescription glasses must be turned in, in order for the employee to be eligible for new ones.

**SEC. 8.12.** The Company will furnish to the employees individual rubber gloves, and shall supply rubber blankets, rubber hose, Ameren approved flame resistant/retardant apparel (up to the limit agreed to by the Company and Union), and necessary like protective equipment, and it shall be mandatory upon the employees that they use such equipment and that all rules and practices of the Company pertaining to safety shall be strictly adhered to. All rubber gloves furnished employees shall first be sterilized and tested by the Company and such gloves must be returned to the Company by employees for exchange at such regular intervals as the Company shall establish.

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.

**SEC. 8.13.** A joint Company-Union Safety Committee shall be established to investigate accidents, discuss safety rules and act in an advisory capacity to the Company on safety matters.

**SEC. 8.14.** Pay period shall be bi-weekly and shall consist of two consecutive calendar weeks. Pay day will be on the Friday following the close of each such bi-weekly pay period and pay shall be distributed by electronic direct deposit. A statement of payment will be sent to the employee's address of record with the Company (this may be a post office box number) through the U.S. Mail Service. When pay day falls on a holiday, employees shall be paid on the preceding day, except that the Friday after Thanksgiving day holiday will be pay day for employees in that pay cycle.

All employee expenses will be reimbursed through direct deposit.

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

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

If the Local Union 702 Credit Union will accept electronic deposits, the Company will establish a direct deposit arrangement with the Credit Union.

**SEC. 8.15.** Employees shall receive a work break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, not to coincide with the thirty (30) minute paid lunch period, to be taken at the job site.

**SEC. 8.16.** One electric employee and one gas employee may be assigned to work together to install underground services where both facilities are being installed. Only the appropriate employee will be assigned to making the tie in connection.

Gas employees may be assigned to install electrical conduit by means of boring techniques.

Any eligible upgrade on the job will be split 50/50 between the electric and gas employee.

**SEC. 8.17.**

- A. Employees holding the following classifications and who traditionally perform such work in their respective Divisions may, at the Company's option, be assigned to perform similar work at any location within the boundaries of the Illini, Great Rivers and Shawnee Divisions. The work outside of the normal contract boundaries will be limited to special projects with an estimated duration.
  - 1. Substation Crews.
  - 2. Relay Technicians.
  - 3. Communications Technicians.
  - 4. Journeyman Linemen/Apprentices – Numbered Line Crew Members.
  - 5. Metering Technicians
- B. This provision does not permit the Company to assign employees from one Division to work in another Division if the work they would perform is work which is not performed by AmerenCIPS 702 represented employees in that Division nor does it permit the Company to work an employee outside of his classification.
- C. Procedure.
  - 1. It is management's intent to deploy employees across division lines on a temporary basis to perform defined projects with an estimated duration.
  - 2. When such situations occur, management's selection for the assignment will be based upon proximity of employee(s) to the new assignment, current work assignments and the type of work required.
  - 3. Management will initially canvas for volunteers based on the above criteria. However, if there are no volunteers then the least senior person in the classification will be required to accept the assignment or fill the crew. (This Section does not apply to Numbered Line Crews – Numbered Line Crews will be sent as a crew, consisting of three (3) employees or more.)
  - 4. The Company will discuss its intentions concerning the moving of employees across division lines with the Union prior to making the assignment.
  - 5. Assignment across Division lines will be Monday through Friday unless mutually agreed to do otherwise.

**SEC 8.18.**



In addition to their normal duties, employee's holding the classification of Patrolman/Groundsman may be assigned the following

- A. Flag for Line Crews
- B. Pole Testing
- C. Assist with Survey Work
- D. Take Regional Vehicles in for Annual Tests
- E. Assist Line Crews
- F. Deliver, Load, Unload and Provide Maintenance on CAT (When utilizing the heavy duty "low boy" to deliver the CAT the rate of pay shall be increased twelve cents per hour over the rate of the pay of the Groundman-Truck Driver.)
- G. Read Meters for any reason with no time limitations.
- H. Assist in Moving Furniture, Routine Building Maintenance
- I. Cut Brush around Structures
- J. Deliver Equipment between Regions (Stringing Equipment, 60-Ton Press, Etc.)
- K. Perform Minor Pole Maintenance which a Groundman is qualified to perform excluding pulling slack in guy wires
- L. Paint Meters

In addition, the practice in the Shawnee Division of automatically calling out a patrolman when any circuit greater than 12 KV locks out will be eliminated.

**SEC. 8.19.** There will be one (1) inventory in Decatur. Decatur will deliver materials to Beardstown, Mattoon and Marion and load and unload in designated areas. Stores personnel may be assigned to deliver materials to any AmerenCIPS headquarters location. This does not include delivering to the job site nor does it eliminate any practice currently in effect.

Storekeepers will perform Stores work outside of their normal office area.

The truck stock inventory may be taken by the employees assigned to the truck.

**SEC. 8.20.** In addition to the Power Meter Technician, any Local Lineman may install or remove any type of self-contained socket type or bolt meter (not external CT or PT) regardless of meter voltage or amperage rating following proper Company procedures. All Linemen will be given the proper training for removing and installing meters.

In the event metering services are unbundled, ICC guidelines must be complied with.

**SEC. 8.21.** The operation of the thumper will be assigned to either the Line or Substation Department.

**SEC. 8.22.** . In any location where there is more than one numbered line crew headquartered or more than one numbered gas crew headquartered, the Company can transfer employees from crew to crew to fill temporary vacancies. The transfer, however, cannot result in an employee being transferred to another crew if the crews end up with the same compliment of employees had the transfer not been made. The Foreman will decide which employee will be transferred but it is understood that an Apprentice cannot be transferred to another crew if a Journeyman is needed.

**SEC. 8.23.** Any local gas employee may be assigned to perform any type of underground facility locate which does not require exposure to an uninsulated energized component. Any local electric employee may be assigned to perform both electric and gas facility locates. Gas employees who perform locates will be upgraded when they perform electric work (clamping on the conduit) for more than two (2) hours. Visual locates do not qualify for upgrades.

**SEC. 8.24.** Gas employees, when qualified, may be assigned to perform residential electric reconnects and disconnects and electric employees, when qualified, may be assigned to perform residential gas reconnects and disconnects.

**SEC. 8.25.** Distribution Automation Techs will be required to cross existing boundaries on a regular Basis to cover their assigned territory.

**SEC. 8.26.** Time not allowed will be granted, up to four (4) hours, for emergency situations or for non-recreational purposes.

**SEC. 8.27.** Any local electric or gas employee may be assigned the task of obtaining electric or gas read throughs.

**SEC. 8.28.** When two (2) or more Local Electric Men are doing a construction project normally performed by a crew, the senior employee will be upgraded to the Local Line Foreman (3 Men or Less) rate of pay per Section 4.03. If a Utility Foreman is on the job actively supervising the project, no such upgrade will be made.

**SEC. 8.29.** Employees using their personal vehicles on Company business, unless otherwise agreed to, will be reimbursed in the amount allowed by the Internal Revenue Service.

**SEC. 8.30.** REMOVED

**SEC. 8.31.** Vendors may make unattended deliveries of poles to normal storerooms or the currently established operating center pole yards.

If the Company designates an area as a temporary storeroom, the vendor may unload the poles at any designated temporary storeroom.

The unloading of poles at such temporary storerooms will be supervised by a bargaining unit employee.

The poles will be unloaded at the temporary storeroom site. Stringing of poles for 34.5kV and above may be performed with a lineman familiar with the work being performed.

**SEC. 8.32.** Stores personnel shall be allowed to operate any CIPS vehicle that will permit them to deliver materials and to do work within the Storeroom Yards.

**SEC. 8.33.** Meter Readers can be assigned janitorial or storeroom duties when they are not reading meters.

**Sec. 8.34.** 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 9 EXPENSES AND TRANSPORTATION**

**SEC. 9.01.** Employees shall have their lodging, transportation and meal expenses paid by the Company when working away from headquarters, in accordance with Section 9.05. All employee expenses will be reimbursed through direct deposit.

**SEC. 9.02.** When employees are working in localities where the noon meal cannot be readily obtained, they shall carry their noon meal when instructed to do so by the Foreman on the day previous. Employees shall be reimbursed for the cost of such noon meal carried, limited as hereinafter provided in Section 9.05. (This section is not applicable to an employee's regular work schedule.)

**SEC. 9.03.** When employees are working in a town where suitable lodging is not obtainable, the Company shall return them to the nearest location at which meals and suitable lodging are obtainable.

**SEC. 9.04.**

- A. Regular 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).

Employees whose regularly scheduled hours begin earlier or later than 7 am 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.

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.

Meal periods earned but not taken shall be paid for at thirty (30) minutes at the prevailing rate in effect at the time they are released, except as otherwise provided herein. Meal allowances do not apply to meals not taken. A meal period is not considered as time worked for purposes of earning rest or as entitlement to another meal. The meal earned but not taken will be considered as time worked solely for purposes of administration of the rest period.

- B. An employee shall not receive a meal allowance for any meal that is furnished by the Company.

**SEC. 9.05.**

- A. When an employee is headquartered out over night, the Company shall reimburse the employee for reasonable lodging substantiated by a receipt. In addition, the employee is entitled to meals in accord with Section 9.04 (A).

**SEC. 9.06.**

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.

## **ARTICLE 10 - VACATIONS**

**SEC. 10.01.** If upon termination of employment an employee has worked six (6) consecutive months or more and he is not eligible for a vacation under Section 10.02 hereof, he shall receive five (5) working days' vacation with regular pay. The foregoing vacation shall not accrue to an employee who enters military service but such employment shall be credited to the employee's service record as hereinafter provided in Section 10.09 hereof.

### **SEC. 10.02.**

- A. Five (5) working day will be awarded upon completion of 6-months of employment and may be taken immediately per the provisions of the Labor Agreement.
- B. Employees who have been in the service of the Company for one (1) year or more next prior to the preceding January 1 shall receive ten (10) working days' vacation in the current year.

**SEC. 10.03.**

- A. Vacations in excess of ten (10) working days will be in accordance with the following schedule:

VACATION SERVICE CREDIT	VACATION
7 Years	16 Working Days
15 Years	20 Working Days
22 Years	25 Working Days
30 Years	30 Working Days

- B. Employees becoming eligible for additional vacation in accordance with the above schedule, as a result of reaching a new anniversary year, will not be eligible for such additional vacation prior to their anniversary date. In the event there is insufficient time for an employee to complete his additional vacation prior to the end of the calendar year, such employee will be granted only the working days remaining in such year and the remaining days may be carried over into the next year as long as his total carryover does not exceed eighty (80) hours.

**SEC. 10.04.** Whenever an employee first becomes eligible for fifteen (15) or more days vacation under Section 10.03 his total combined vacation during that calendar year will be limited to fifteen (15) days or more as listed in Section 10.03.

**SEC. 10.05.** Vacations to which employees are eligible under Sections 10.02 and 10.03 on the date of termination of their employment with the Company, but which have not been taken by such date, will be allowed with regular pay.

**SEC. 10.06.**

- A. In case of termination of employment by reason of retirement under the Company's Retirement Income Plan, the employee shall receive a vacation allowance for any unused vacation earned in the prior calendar year. In addition, such an employee shall receive a prorated vacation allowance to the date of retirement. The prorated vacation allowance shall be one-twelfth of the vacation an employee is entitled to as of the date of retirement for each full month's work in said calendar year.
- B. The vacation allowances as described above will also be granted when employment is terminated by reason of death if there is a surviving dependent as defined by the Internal Revenue Code.
- C. An employee who is on Long Term Disability and who retires, will receive a prorated vacation allowance at the time of his retirement. The prorated vacation allowance paid to such employee shall be one-twelfth of the vacation the employee was entitled to as of his last day of work for each full month's work in said calendar year.

## **SEC. 10.07.**

- A. Vacation days shall be scheduled at a time suitable to the individual employees and the Company. Vacation schedules shall be arranged to avoid, insofar as possible, interference with the Company's operations. Three weeks (fifteen (15) days) of the employee's vacation need not be taken consecutively or as an extension of one or more of the employee's other vacation periods, but no more than two (2) periods of said fifteen (15) days shall be taken during the month of December, and that the total number of single days taken in the month of December cannot exceed five (5). By November 1, each employee should schedule any unused vacation he has not received. The remaining vacation to which an employee is eligible at the beginning of a new calendar year must be taken in no less than five (5) consecutive working day periods. A Holiday may be counted as part of a forty (40) hour block.
- B. An employee may take five (5) single days vacation in two four-hour segments subject to the following conditions:
1. The four-hour (4-hour) segment must either be from 7:00 A.M. to 11:00 A.M., or from 11:00 A.M. to 3:00 P.M.
  2. The Company will not make special accommodations to transport an employee to the job site or to his headquarters location.

## **SEC. 10.08.**

- A. If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some later time. In the event there is insufficient time for an employee to complete his vacation during the remainder of that calendar year, an allowance will be paid for the vacation which cannot be taken. An employee, however, must carryover up to forty (40) hours into the next year before he is paid for any vacation which cannot be taken.
- B.
1. An employee will be allowed to carry over a maximum of eighty (80) hours vacation into the next calendar year.
  2. A retiring employee may not tie carry over vacation into pre-retirement vacation (i.e., vacation taken immediately prior to date of retirement).
  3. All earned vacation may be carried over into the next year if an employee is unable to take the vacation because the employee is on workmen's compensation or is hospitalized.
  4. Upon resignation or termination, employee will receive pro-rated vacation.

**SEC. 10.09.** Time spent in military service will be credited to an employee's service record as service with the Company provided that he returns to work after having been released from military duty within the time limitation prescribed by the Universal Military Training and Service Act, but vacations otherwise due under this section shall not be allowed unless and until the

employee has completed sixty (60) days of employment next following the date on which he returns to work. No service credit shall be allowed under this Article for the duration of absence from work due to alcoholism, narcotics, in accord with Section 11.02 (b) (4), absence from work without authorized leave except when satisfactory reason for said unauthorized leave is given, or written leave of absence except leave of absence due to sickness or injury.

**SEC. 10.10.** Continuous time worked under this agreement as a temporary employee shall be credited to the employee's service record as service with the Company when immediately subsequent thereto and without interrupting the continuity of his employment the employee is employed hereunder as a regular employee.

**SEC. 10.11.** Temporary employment not exceeding six (6) months, which is continuous and occurs immediately subsequent to regular employment without interrupting continuity of employment, shall be considered as regular employment and vacation allowance shall be computed and allowed the same as hereinabove in this Article provided for continuous regular employment.

**SEC. 10.12.** Provisions of this Article shall have no application to any other Articles hereof.

## **ARTICLE 11 - SICK LEAVE**

**SEC. 11.01.** Basic Short Term Sick Leave - Full Pay

- A. After six (6) months of continuous employment the Company will allow sick leave with pay to a regular employee in a total amount not to exceed 120 working hours in any one (1) calendar year during the period ending with the end of such employee's second full calendar year of continuous employment. This 120 working hours of illness will be administered as shown below in (3) as first hour illness and basic sick leave.
- B. Commencing with the beginning of such employee's third full calendar year of continuous employment, the Company will allow him sick leave with pay not to exceed 240 working hours in any one (1) calendar year. These 240 working hours will be administered as shown below in (3) as first hour illness and basic sick leave.
  - 1. First Hour Illness reinstated each year to be used for partial days, single days, or the first eight (8) hours of a multiple day illness. However, absences for the following reasons will be exempt from first hour illness.
    - a) Periods of hospitalization, including any absences directly associated with the period of hospitalization. Hospitalization is defined as an overnight bed and board patient in a hospital.
    - b) Outpatient surgery, including any diagnostic testing or absence directly associated with such surgery.
    - c) Major illness which requires an employee to be absent from work for a minimum period of thirty (30) consecutive days.



- d) Doctor visits for follow up treatment for any illness or treatment resulting from a period of hospitalization, a major illness, or outpatient surgery.
- e) Chemotherapy or radiation therapy, including absences associated with treatment.
- f) Dialysis, including absences associated with treatment.
- g) Verified pre-scheduled medical doctor and dental (does not include checkups or cleaning) appointments which cause an employee to miss a full or partial day of work.
- h) The Company will give consideration for sick leave pay, on a case by case basis, for any absence not covered under (a) thru (g) above. The Company will provide a letter of explanation to the Union.

The Union and Company will meet bi-monthly as required to address (h) sick leave.

In giving consideration under Section (h), the following criteria shall be used:

- a. History of sick leave usage
- b. Approved FMLA qualifying illnesses
- c. Nature of illness, injury, etc.

An employee may submit a request for coverage under h as the absence occurs.

- 2. Basic sick leave reinstated each year to be used for multiple day illness, excluding the first eight (8) hours of any illness.
- 3. The 120 or 240 working hours will be administered as shown below:

Service	1 <sup>st</sup> Hour Illness	Basic Sick Leave
6 Months to End of 2 <sup>nd</sup> Calendar Year	40 Hours	80 Hours
Beginning with 3 <sup>rd</sup> Full Calendar Year	40 Hours	200 Hours

- C. Notwithstanding the provisions of Section B 1 above, if the sick leave for non (a) thru (h) illnesses for an individual employee exceed forty (40) hours in any calendar year (January 1 thru December 31) that employee will be granted only twenty-four (24) hours of sick leave in the following calendar year for absences other than those covered under (a) thru (h) in Section B 1 above.

An employee who is entitled to only twenty-four (24) hours of non (a) thru (h) illnesses in any calendar year and who uses twenty-four (24) hours or less in that year will be eligible the following calendar year for first hour and basic sick leave as provided for in Section B above.

- D. An employee reporting off sick is required to speak with his supervisor to indicate the reason for his absence, his expected return to work date and whether he plans to visit a doctor. If the supervisor is not available at the time the employee reports off sick, the supervisor will contact the employee to discuss his absence with him.
- E. An employee may use vacation time, if available, for any sick leave absence. However, an employee who uses vacation or who takes time not allowed if he has exhausted his vacation is still considered to be on sick leave for that day and must conduct himself accordingly.
- F. The Company will provide the Union with employee sick leave records for a pay period within two (2) weeks following the close of that pay period.
- G The Company will continue to monitor the amount of sick leave used.

**SEC. 11.02.** Accumulated Sick Leave - Full Pay

- A. In addition to the sick leave with pay allowed under Section 11.01, a regular employee will be allowed additional accumulated sick leave at full pay. This additional accumulated sick leave is to be used for extended illness only when basic sick leave has been exhausted. Extended illness is defined as an illness of five (5) days or more or if the employee is a confined bed and board patient in the hospital.
- B. Additional sick leave is established and accumulated as follows:
  1. Each employee will be credited the amount shown below effective January 1. New employees will be credited these amounts when they become eligible. If accumulated sick leave falls below this level, it will be reinstated to this level January 1.

Service

Six Months to End of 2nd Calendar Year	40 Hours Full Pay
Beginning with 3rd Full Calendar Year	120 Hours Full Pay

2. Each employee will be credited with 50% of the unused portion of his first hour and basic sick leave hours.
3. The maximum accumulation of additional sick leave under (a) and (b) of this section will be 800 hours full pay.
4. No pay will be allowed under Section 11.01 and 11.02 of this Article for absence resulting from current illegal drug use or current alcohol use which would adversely affect job performance. This provision will not be interpreted to deny sick leave in violation of any applicable Federal or State law.

### SEC. 11.03.

- A. The Company will permit a leave of absence with pay after six (6) months of continuous employment in the event a serious illness of an employee's spouse, son, daughter, father, or mother, or a pregnancy of an employee's wife requires that said relative become a confined hospital patient receiving bed and board and the employee (1) goes to the hospital when one of said relatives is taken to the hospital; (2) returns from the hospital when one of said relatives is returned from the hospital; (3) is present at the hospital during major surgery performed under anesthesia or is present during the birth of the employee's child; (4) is present at the hospital upon a physician's statement that death is imminent; (5) is absent for other reasons which the Division Manager may approve in each individual case. A maximum of sixteen (16) working hours will be allowed under (1) or (2) above when said relative goes to or returns from the hospital when more than eight (8) hours are required for making arrangements for the relative at the hospital and taking or returning said relative to or from the hospital. Time off for any combination of the above reasons will be permitted but not more than sixteen (16) working hours leave of absence with pay will be allowed during any one (1) hospitalization period. For the purposes of this section, a "confined hospital patient receiving bed and board" is defined as remaining in the hospital overnight.
- B. After six (6) months of continuous employment an employee will be allowed the time required, up to a maximum of eight (8) hours, with pay, to accompany a spouse or unmarried dependent child living at home while said spouse or child is having outpatient surgery (other than dental surgery). Such surgery must be performed in a hospital or clinic by a medical doctor.
- C. **Sick Leave for Family Illness:** 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.

**SEC. 11.04. Other Paid Leave**

- A. Leave of Absence with pay will be allowed after six (6) months of continuous employment when a death occurs in the employee's immediate family; namely, spouse (including established civil unions), son, daughter, brother, sister, father, mother, mother-in-law, father-in-law, step-parents, step-children, grandchild, grandparents, son-in-law or daughter-in-law. The maximum leave of absence with pay under this section for each such death will be twenty-four (24) working hours, except that in the case of a grandchild, grandparent, son-in-law or daughter-in-law such maximum will be eight (8) working hours.
- B. If an employee is on vacation, and there is a death in his family, he may elect to receive pay for death in family and cancel his vacation. To be eligible for pay under this section, the employee must attend the funeral of the designated relative.
- 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.

**SEC. 11.05.** When employees are requested by the family of a deceased employee or deceased retired employee to serve as pallbearer, they shall be permitted to be absent from their regularly scheduled duties for the time required to serve as pallbearer without loss of pay.

**SEC. 11.06.** If an employee has become eligible through regular employment for the benefits of this Article and is subsequently laid off and re-employed as a temporary employee as defined in Article 5 of this Agreement for a period not exceeding six (6) months, then re-employed as a regular employee, all without interrupting his continuity of employment, he shall receive continuous employment credit under this Article for the period of such temporary employment.

**SEC. 11.07.** Time spent in military service will be credited to an employee's service record as continuous employment with the Company hereunder provided that he returns to work after having been released from military duty within the time limitation prescribed by the Universal Military Training and Service Act. No service credit shall be allowed under this Article for the duration of absence from work without authorized leave except when satisfactory reason for such leave is given, or for written leave of absence except leave due to sickness or injury.

**SEC. 11.08.** Pay will not be allowed under Section 11.01, 11.02 or 11.03 unless the employee shall have notified, when practicable, the Superintendent or Foreman, or his immediate supervisor, in advance of his regular working hours.

**SEC. 11.09.** Any employee found to have abused the sick leave privilege, or employees with consistently poor records, excluding (a) thru (h), who fail to improve their attendance within a reasonable time after they have been advised their records are unsatisfactory, shall thereupon be subject to disciplinary action.

**SEC. 11.10.** Provisions of this article shall have no application to any other articles hereof.

## ARTICLE 12 - OCCUPATIONAL INJURY

### SEC. 12.01.

- A. After six (6) months of continuous employment a regular employee who is injured and disabled in the course of his employment and who is unable to return to his regular duties shall receive beginning with the first full day of absence, the difference between the Illinois Workmen's Compensation Act payments to which he is entitled under said Act and eighty per cent (80%) of his regular pay at his straight time hourly rate stipulated in Section 4.01, of this Agreement for absence on his regular work days and on holidays designated in Section 7.13, of this agreement which fall within his work week.
- B. Payments hereunder shall be limited to two hundred seventy (270) working hours in any one year of the first three (3) years of continuous employment and shall also be limited to the period of time for which payments are made to the employee for total temporary disability as provided by the Illinois Workmen's Compensation Act. After three (3) years of continuous employment, payments shall continue as long as payments are made to the employee for total temporary disability, as provided by the Illinois Workmen's Compensation Act.
- C. In no case will an employee be entitled to more than his basic take-home pay, that being his two-week wage at straight time minus legally required deductions, during the period of total temporary disability from work.
- D. An employee shall receive full pay for the first three (3) days of an absence due to an occupational injury.

**SEC. 12.02.** If an employee has become eligible through regular employment for the benefits of this article and is subsequently laid off and re-employed as a temporary employee as defined in Article 5 of this Agreement for a period not exceeding six (6) months, then re-employed as a regular employee, all without interrupting his continuity of employment, he shall receive continuous employment credit under this Article for the period of such temporary employment.

**SEC. 12.03.** Time spent in military service will be credited to an employee's service record as continuous employment with the Company hereunder provided that he returns to work after having been released from military duty within the time limitation prescribed by the Universal Military Training and Service Act. No service credit shall be allowed under this article for the duration of absence from work without authorized leave except when satisfactory reason for such leave is given, or for written leave of absence except leave due to sickness or injury.

**SEC. 12.04.** Necessity for loss of time, the date of return to work, and the termination of the employee's right to payments hereunder by the Company shall be determined by the Company in accordance with its established practices. However, any claim of deviation in established practices will be subject to the provisions of Article 3.

**SEC. 12.05.** No pay will be allowed hereunder for absence due to injury resulting from alcoholism or narcotics.

**SEC. 12.06.** Provisions of this article shall have no application to any other articles hereof.

### **ARTICLE 13 - HEADQUARTERS**

**SEC. 13.01.** Headquarters for Line Crews, Substation Crew, Meter Journeyman, 1st Yr., Meter Journeyman, 2nd Yr., and Meter Journeyman shall be as follows:

Line Crew No. 1	Marion
Line Crew No. 2	Marion
Line Crew No. 3	Marion
Line Crew No. 4	Harrisburg
Line Crew No. 5	Anna
Line Crew No. 6	Anna
Line Crew No. 7	Benton
Line Crew No. 8	Benton
Line Crew No. 9	Marion
Line Crew No. 10	Murphysboro
Line Crew No. 11	Murphysboro
Substation Crew	Marion
Meter Journeyman 1st Yr.	Marion
Meter Journeyman 2nd Yr.	Marion
Meter Journeyman	Marion

**SEC. 13.02.** In the event additional Line Crews, Substation Crews, or Metermen are employed, headquarters shall be designated by the Company at the time such employees are added and said designated headquarters shall remain so during the life of this Agreement. In the event that right-of-way clearing crews are organized, headquarters for the Class "A" Groundmen shall be designated by the Company from time to time as the work progresses.

### **ARTICLE 14 RESIDENCE REQUIREMENTS**

**SEC. 14.01.** Employees who are ordinarily subject to call for emergency work shall reside permanently in their respective headquarters town or in the surrounding area not more than twenty-five (25) miles from their residence to their reporting facility, measured over the normally traveled route. This provision shall apply to (1) all new employees; (2) all present employees who accept jobs in another Company headquarters town, and (3) all Apprentices who become Journeymen.

The provisions hereof shall be complied with not later than six (6) months following the date of employment or the effective date of the new status of the employee required to comply herewith. With the exception of new hire apprentices who must establish residency within six (6) months of hire date, anyone bidding into an apprenticeship and is bound by residency must relocate within six (6) months of topping out as a Journeyman.

However, employees holding classifications as of July 1, 1992, which require compliance with Section 14.01, will be grandfathered in their current classification and current residence

with respect to the residence requirements. As such, these employees will not be required to move from their current residence and they may bid any other position in the same reporting headquarters without having to move from their current residence.

An employee who changes his reporting headquarters or his current residence after July 1, 1992, must comply with the residence requirements of this Section.

Employees holding the classification of Substation Troublemaker as of September 1, 2003 will be grandfathered at their current residence (current meaning as of September 1, 2003) with respect to the residence requirements. As such, these employees will not be required to move from their current residence and they may bid any other position in the same reporting headquarters without having to move from their current residence.

An employee bidding into classification of Substation Troublemaker after September 1, 2003, or a Substation Troublemaker who changes his reporting headquarters or his current residence after September 1, 2003 must comply with paragraph 1 and 2 of Section 14.01.

**SEC. 14.02.** Employees in the following classifications are those who are required to comply with the residence requirements of Section 14.01 above:

**LINE DEPARTMENT**

- Line Foreman
- Utility Foreman
- Journeyman Lineman
- Journeyman Lineman-Outlying Town
- Apprentice Lineman (who becomes a Journeyman)
- Groundman-Truck Driver

**GAS DEPARTMENT**

- Gas Utility Foreman
- Gas Utility Man-Journeyman
- Gas Utilityman Journeyman-Outlying Town
- Gas Utility Man (who becomes a Journeyman)
- Corrosion Control
- Storage Field Positions

**SUBSTATION**

**METERING**

**SEC. 14.03.**

An employee in any classification of employment that is allowed to commute in a Company vehicle and who lives twenty-five (25) miles or less from his reporting headquarters will be allowed to use a vehicle for commuting purposes. His time starts for overtime pay with the Dispatcher's call.

An employee in any classification of employment who lives more than twenty-five (25) miles from his reporting headquarters, is not allowed to use a Company vehicle for commuting purposes. The employee's time starts for overtime pay when he reports to his headquarters and ends when he returns to his headquarters.

## **ARTICLE 15 TERMINATING EMPLOYMENT**

**SEC. 15.01.** Except when otherwise agreed to by the Company, employees who wish to leave the employ of the Company shall give the Company fourteen (14) days notice (vacation days included), said notice to be given to the employee's supervisor. Employees added for short-time employment not in excess of fourteen (14) days, and employees added to fill temporary vacancies pursuant to the provisions of Section 2.07 (e) or to relieve regular employees who are off duty due to sickness, vacation, injury, or leave of absence shall be given as much notice as possible prior to termination of employment. All other employees will be given fourteen (14) days notice (vacation days included) prior to termination of employment by the Company. Employees discharged for justifiable cause shall not be entitled to notice, reinstatement or seniority privileges. In exceptional cases where an employee desires to leave the employ of the Company and must leave immediately, the Company will waive the fourteen (14) days notice.

## **ARTICLE 16 - OTHER PROVISIONS**

### **SEC. 16.01.**

- A. The Company agrees that the Retirement Income Plan, which is covered by supplementary agreement, shall be continued, as amended during the life of the July 1, 2003 contract, for the life of this agreement for all employees hired before October 15, 2012. Employees hired on or after October 15, 2012, will receive benefits in the Cash Balance Plan as covered in the Supplementary Agreement.
- B. The Company agrees that the Group Life Insurance Plan, which is covered by supplementary agreement, shall be continued for the life of this agreement.
- C. The Company agrees that Local 702 members will be in the same Options Plan with the same benefits and cost sharing as Ameren Illinois Company management employees. The Company will make the same medical plan changes affecting the bargaining unit in the future, as are made to the Company's medical plan for management employees. The Company will advise the Union in advance of benefit change(s). The Union will retain their bargaining rights with respect to changes to the Options Plan. If during the term of the collective bargaining agreement the parties are unable to reach agreement and are therefore at impasse, the Company will not implement such changes to the medical plan provided to the respective employees.,

The Company agrees that Local 702 members will be in the same Dental and Vision Plan with the same cost-sharing offered as Ameren Illinois Company management employees. This Plan which is covered by Supplementary Agreement shall go into effect January 1, 2013 and



be continued for the life of this Agreement. Any future changes to the plan design will be made at the discretion of the Company, and the Union will be advised of the changes.

- D. The Company agrees that the Long Term Disability Plan, which is covered by supplementary agreement, shall be continued, as amended during the life of the August 26, 2022 contract, for the life of this agreement.
- E. The Company agrees that the Long Term Savings (401-K) Plan, which is covered by supplementary agreement, shall be continued, as amended during the life of the August 26, 2022 contract, for the life of this agreement.
- F. The Company agrees that the Voluntary Term Life Insurance Plan, which is covered by supplementary agreement, shall be continued for the life of this agreement.
- G. The Company agrees that the Voluntary Flexible Spending Account Plan, which is covered by supplementary agreement, shall be continued for the life of this agreement.

**SEC. 16.02.** Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under registered mail addressed to the last known address.

**SEC. 16.03.** Local No. 702, International Brotherhood of Electrical Workers pledge themselves to promote the mutual interest of the parties to this Agreement and to continue present amicable relations between the Company and employees, members of the Local Union, to observe the Company's rules and regulations, insofar as they do not conflict with the terms and provisions of this Agreement, discipline such of its members who may violate such rules and regulations; to advertise the standing of the Company throughout the usual channels as a Union concern, and to use the organization's good office in behalf of the Company in every honorable manner.

**SEC. 16.04.** This Agreement in no way prohibits the supervisory and technical forces of the Company from executing such work or commissions as may be necessary or required in the interest of operation, maintenance and delivering of service by the Company. This provision will not result in the replacement of any regular employee.

**SEC. 16.05.** In the event that any of the provisions of this Agreement shall conflict with any State or Federal law or Presidential regulation, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations, and the remaining portions of this Agreement shall remain in full force and effect.

**SEC. 16.06.** 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.

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.

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.

**SEC 16.07.** Employees are entitled to a Tuition Assistance Program as provided at the 2017 negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives per below.

**AMEREN ILLINOIS COMPANY**

By Craig Gilson  
Craig Gilson  
Vice President Electric Operations and Distribution

Dated 1/31/23

By Rita A. Zindars  
Rita A. Zindars  
Director, Labor Relations

Dated 2-7-23

**LOCAL UNION NO. 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

By Steve Hughart  
Steve Hughart  
Business Manager, IBEW Local 702

Dated 2/3/2023

By: Jason Woolard  
Jason Woolard  
Business Representative, IBEW Local 702

Dated 2-3-23

RATIFIED BY THE MEMBERSHIP OF LOCAL UNION NO. 702 ON AUGUST 26, 2022

APPROVED

BY INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
INTERNATIONAL OFFICE

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
3/15/2023  
Kenneth Cooper,  
International President  
This approval does not make the  
International a party to this agreement.

## SIDE AGREEMENTS

The following Letters of Agreement are considered part of the Shawnee Division Operating Labor Agreement effective July 1, 2012 (and thereafter).

Attachment	Page Number
1. Ameren Services	54
2. Sale or Other Transfer of CIPS Operation	56
3. 1. Stipulations – 1989	58
a) Definition of Spouse for Pension	
b) Pension Plan Compliance	
4. Pole Reinforcement Agreement	60
5. Substation Electricians	61
6. Clarification of Section 2.05 (Bumping)	63
7. Benefit Plans	66
8. Subcontracting – Emergencies	68
9. Monitoring Agreement	69
10. Jurisdiction Agreement – 2007	70
11. Jurisdiction Agreement – 2012	78
12. Driver's License Agreement – 2012	80
13. Flame Retardant Clothing Provision – 2012	85
14. Storm (Pay to Pack)	86
15. Storage Field Crew Leader	87
16. Southern Division Floater	88
17. Meter Specialist Agreement	89
18. Network/Communications Technician	91
19. Issues & Answers	97

November 1, 2003

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

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

Gentlemen:

The Company and Local Union 702 have agreed to incorporate the attached language concerning the possible transfer of AmerenCIPS employees to Ameren Services in the agreement section of the Illini, Shawnee and Great Rivers Division Operating Labor Agreements effective July 1, 2003.

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

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

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

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

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

November 1, 2003

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

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

RE: Sale or Other Transfer of AmerenCIPS Operation

Gentlemen:

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

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

paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.

3. If a dispute should arise as to either the interpretation or application of 1 or 2, such dispute shall be resolved by the successor and Union by submission of the dispute to the grievance and arbitration procedure provided for in this Collective Bargaining Agreement on an expedited basis. The arbitrator's decision shall be final and binding.
4. Upon the signing of an agreement between AmerenCIPS and a successor meeting the above stated requirements, AmerenCIPS shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.
5. Any transfer of employees and related operations between AmerenCIPS and Ameren will be governed by the AmerenCIPS/Ameren employee transfer agreement, rather than Ameren being considered a successor.

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

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

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Daniel Miller  
Business Representative  
Local Union 702 – IBEW

---

Ed Phillips  
Business Representative  
Local Union 702 – IBEW



November 1, 2003

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

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

Re: Stipulations Between the Company and the Union  
for the Illini, Shawnee and Great Rivers Divisions

Gentlemen:

The Company and the Union agree to the following stipulations which are included in the July 1, 2003, Illini, Shawnee and Great Rivers Division Operating Labor Agreements as a Side Agreement. These stipulations are listed by the contract year in which they were agreed to.

1. 1989 Stipulations:

A. The definition of a spouse for pension plan purposes is as follows:

An eligible spouse under the Retirement Plan must have been the participant's spouse on the date the retirement payments commenced, and the participant must have been married to such spouse for at least a one (1) year period ending on or before the participant's death.

B. If the pension plan is found to be out of compliance with the law, the Company and Union agree to open negotiations for the pension plan only.

2. 1992 Stipulations:

The following changes will be implemented for Meter Readers in the Southern Division:

A. The Meter Reader classification will be changed to Meter Reader Groundman and will be moved to the Line Department.

B. Present Meter Readers will choose to either leave their seniority in the Meter Department or carry their seniority to the Line Department.

- C. Meter Readers may be assigned any other duties for which they are qualified when they have completed their meter reading assignments.
- D. The duties of employees holding the classification of Storeroom Man-Meter Reader are not changed by this Agreement.

Very truly yours,

C.M. Baughman  
Manager, Industrial Relations

CMB:ejd

The parties agree to the following in full settlement of the arbitration between IBEW Local 702 and AmerenCIPS involving contracting of pole inspection, testing and reinforcement to Utilimap:

1. Inspection, testing and drilling of poles for the purpose of assessing the condition of the wood structure is bargaining unit work. The parties agree that this work may be contracted, but only after compliance with the requirements of Section 1.03(C) of the parties' collective bargaining agreement to the extent that the Company must meet with the Union and discuss the nature, extent and location of the work; identify the contractor to whom the Company wishes to contract the work; and provide satisfactory evidence of compliance with the provisions of this agreement prior to contracting the work. In the event the work is contracted, the appropriate wage rate shall be at least the Local 702 Patrolman/Groundman then current wage rate for at least one person on the job site. By agreeing to this the Union does not waive the position that this is lineman work. The Company may use laborers to assist in the work that is the subject of this paragraph at a rate covered by a separate AFL-CIO agreement.
2. Neither the duties nor the amount of work assigned to patrolmen will be changed as a result of this settlement.
3. The parties agree that pole reinforcement by any means, including, but not limited to stubbing and C-Trusses, is bargaining unit lineman work and will not be contracted except in full compliance with Section 1.03.
4. The Union agrees to waive back wages and benefits due as a result of the Company's prior contracting of pole inspection, testing and reinforcement work to Utilimap.
5. The Company agrees to pay the arbitrator's, court reporters, and the hotel expenses in connection with this arbitration.

CM Baughman  
For the Company

Jason Woolard  
For the Union

Date: 1/18/07

Date: 1/18/07

November 1, 2003

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

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

Re: Substation Electricians

Gentlemen:

This letter amends the September 5, 1996, attachment concerning Substation Electricians.

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

Enclosure

## SUBSTATION ELECTRICIANS

When the Company assigns three (3) Substation Electrician-Troublemens to work together as a crew, the Company will designate one employee as Substation Electrician-Troubleman Leadman Temporary.

A Journeyman Lineman who bids into the Substation Department and who is awarded the Substation Electrician Troubleman position will enter as a 3rd 9 Months Apprentice/Substation Electrician Troubleman.

The Company will award the Substation-Electrician Troubleman job, by seniority of those currently holding or who have previously held the following positions, in the following order:

Substation Electrician  
Journeyman

The following employees will come in to the open position at their existing classification and rate of pay (except Journeyman Lineman) and progress through the appropriate steps to Troubleman after their coursework.

Substation Electrician  
Journeyman

Substation Apprentice  
4th 9 Months

Substation Apprentice 3rd  
9 Months

Journeyman Lineman

November 1, 2003

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

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

Gentlemen:

This letter is not an attempt to change Section 2.05 but sets forth the agreements and disagreements between the Company and IBEW Local Union 702 as to the intent of the language of Section 2.05 of the Illini, Shawnee and Great Rivers Division Operating Labor Agreements with respect to bumping.

If it becomes necessary to make a reduction in the number of employees due to lack of work, the Company will identify the location where the reduction is to be made as well as the department, the classification and the number of employees affected.

Once the Company has identified the location and positions to be eliminated, the bumping procedure will start at that location. An employee whose job is being eliminated shall be entitled to exercise seniority in the departments set forth in Section 4.01 of this Agreement without interrupting his continuity of employment, as specified below.

- If the employee's same job classification exists at his headquarters town he may bump the least senior employee in that classification at that headquarters' town, or at his option, the least senior employee in any classification within his department at his headquarters' town.
- If the employees same job classification exists in the division he may bump the least senior employee in his classification in the division or, at his option, the least senior employee in any classification within his department in the division.
- If the employee's same job classification does not exist at his headquarters' town he may bump the least senior employee in any classification in his department at his headquarters town or any other department at his headquarters town.
- If the employee's same job classification does not exist in the division he may bump the least senior employee in any classification in his department or any other department in the division.

In exercising his seniority above, an employee shall not displace a Foreman unless he previously held that position in the department under consideration.

No apprentice who has been employed in his apprenticeship for less than one half of his Apprenticeship Program shall have preference in case of layoff over a Journeyman in the same classification who has established seniority under this Agreement.

In addition to the above it is understood that:

1. The headquarters' town for a Journeyman Lineman Outlying Town and Gas Utilityman Journeyman Outlying Town is the same as his Foreman's headquarters' town for bumping purposes.
2. The asterisk classifications listed below are considered the same for bumping purposes.
  - A. Line Foreman (Crew of Over 3 Men) and Line Foreman (District Headquarters Line Crew of 3 Men or Less)
  - B. Substation Foreman and Assistant Substation Foreman
3. Substation Electrician Troubleman and Substation Electricians are considered the same classification for bumping purposes.
4. For work identification purposes Local Utility Lineman, Outlying Lineman and Numbered Crews are considered different. (This applies to both electric and gas.)
5. An employee bumping into a Journeyman Lineman classification, in accord with Section 2.05 B, may exercise his seniority to bump either a less senior Local Utilityman or a less senior member of a Numbered Line Crew.

The parties do not agree that a Utility Foreman and a Line Crew Foreman are the same classification for bumping purposes. There are also additional asterisk classifications on which there is no agreement concerning bumping.

Any provisions in this letter indicated as a disagreement, as well as other disagreements which may arise in the future, will be handled under Article 3 of the Labor Agreement if necessary.

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

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

---

Daniel Miller  
Business Representative  
Local Union 702 - IBEW

---

Date

---

Ed Phillips  
Business Representative  
Local Union 702 - IBEW

---

Date



December 14, 2007

Paul Noble  
Business Manager  
Local Union 702 – IBEW  
106 N. Monroe St.  
West Frankfort, IL 62896

Dear Paul:

This letter confirms the agreement reached for the July 1, 2007– June 30, 2012 for the Illini, Shawnee and Great Rivers Operating Labor Agreements, regarding the Medical Plan, the Retirement Income Plan the Long-Term Savings (401-k) Plan and the Long Term Disability Plan.

1. Medical Plan:

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

It is agreed that Local 702 represented employees may remain in their current medical insurance plan. It is further agreed that during the term of the labor agreement the parties will meet to discuss the Options Medical Plan.

2. Retirement Income Plan:

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

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

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

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

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

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

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

It is agreed that during the term of this agreement, the Company and the Union will meet and discuss an account-based pension plan design which meets the needs of both parties. Such discussions will take place after all applicable regulations have been clarified.

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

Effective as soon as possible following ratification of the contract, all participation in the Long Term Savings Plan (LTSP) will be terminated and the balance in the participant's account on the termination date will be transferred to the Ameren Savings Investment Plan (SIP). Beginning on the date of transfer, participant accounts will be governed by the rules outlined in the Ameren SIP.

Current Company matching funds are twenty-five cents per dollar (\$.25/\$1.00) on the first 6 percent of employee contributions. Effective as soon as possible following ratification of this contract, the Company will match dollar for dollar (\$1.00/\$100) on the first 2 percent of employee contributions. In addition, the Company will match fifty cents (\$.50) of the next four percent (4%) of the employee contribution. A portion of the Company match will be invested in Ameren common stock.

### 4. Long Term Disability Plan

Continue the current LTD plan with the following amendments:

The Company will eliminate the employee-paid premium for the plan.

Long Term Disability payments will begin after a 180 day elimination period, and any benefits otherwise payable under the Ameren sick leave program will stop on the date an employee becomes eligible for LTD benefit payments.

- 5. Any unused vacation the employee is eligible to take in the year the employee goes on LTD will be paid at the end of the 180 day elimination period.

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

November 14, 2007

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

Re: Subcontracting - Emergencies

Dear IBEW Business Representatives:

This letter serves to confirm the parties' agreement concerning the above-referenced issue.

Consistent with the agreement of the parties, it was agreed that in situations when the Company needs manpower for emergency conditions, the Company will first attempt to contact all qualified and available bargaining unit employees (as currently practiced) and contractors who pay an amount at least equivalent to the wages and benefits of the classification who normally perform the work under this agreement or IBEW contractors who normally perform work for the Company. Once those resources have been exhausted and additional resources are still needed, the Company will then attempt to contact all qualified and available Mutual Aid Assistance providers to perform the necessary and available work. After that resource has been exhausted and additional resources are still needed, the Company may contract with any qualified contractors or individuals and will not be bound by the wages or benefits contained in the applicable Agreement(s).

When releasing contractors from emergency work, those contractors whose employees are not paid wage and benefits equal to the wages and benefits of the employees covered under the labor agreement will be the first ones to be released. Such release will be effective as soon as the employees have completed the job they are working on when it is determined that the contractor employees can be released.

Hopefully, the above is consistent with the Union's understanding of the parties' agreement. If so, please indicate your acceptance by executing below.

Very truly yours,

C.M. Baughman  
Manager, Labor Relations

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
Paul Noble  
Business Manager  
IBEW Local 702

\_\_\_\_\_  
Date

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 (Rt 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

_____ Paul Noble, Business Manager IBEW Local Union 702	_____ Date
---	---------------

_____ James Berger, Business Manager IBEW Local Union 309	_____ Date
---	---------------

_____ James Bates, Business Manager IBEW Local Union 51	_____ Date
---	---------------

**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 common 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 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 2<sup>nd</sup> 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 Communications 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
  - 1<sup>st</sup> call IP Eldorado then CIPS Harrisburg then closest available regardless of company or union.
- CIPS Harrisburg area
  - 1<sup>st</sup> 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.
  - 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:

- Utility where emergency exists will be called first, then the neighboring utility (Jacksonville, Beardstown or Whitehall) then closest available callout list will be utilized.
- Callouts will be performed in the manner that is established in the area.
- 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:
  - 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.
  - 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 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.

- 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:

4. 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 Ameren-approved 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 Ameren-approved FR Apparel. Ameren Illinois employees are allowed to have no more than two (2) year 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.



Ameren Illinois Utilities  
Central Illinois Light Company  
Central Illinois Public Service Company  
Illinois Power Company

300 Liberty Street  
Peoria, IL 61602

[jhouvenagle@ameren.com](mailto:jhouvenagle@ameren.com)  
[spatterson@ameren.com](mailto:spatterson@ameren.com)  
[flordan@ameren.com](mailto:flordan@ameren.com)  
309/677-5062 (JRH)  
309/677-5010 (ERP)  
309/677-5416 (IEJ)  
309/677-5262 (Fax)

Resolution of Pre-Storm Preparation Grievances  
November 19, 2009

In complete resolution of all Pre-Storm Preparation grievances, Ameren Illinois ("Company") and IBEW Locals 51,702,309,649 and 1306 ("Unions") agree to the following:



- In order to be best prepared to service our customers during anticipated storm situations, in appropriate circumstances, prior to completing their work day, the Company will instruct members of the bargaining unit that when they report for work the next day they should be packed and prepared to leave for out of town storm duty at anytime during that day. Not all resources from any given operating center will be given instructions to come packed for the next day.
- If employees report to work packed and prepared to leave as instructed and are in fact sent out of their jurisdiction or required to stay for storm duty at anytime the next day, the employee will not receive any additional pay over and above what they are paid as a result of the storm-related work.
- If employees report to work packed and prepared to leave as instructed and are not in fact sent out of their jurisdiction on storm duty at anytime the next day, the employee will be paid an additional one (1) hour of pay at the overtime rate as compensation for reporting to work packed and prepared to leave as instructed.
- It is further agreed that any employees who elect not to travel outside of their jurisdiction to perform storm-related work or any employees who do not come to work packed and ready to go are not eligible for compensation under this resolution and will not be sent on the first grouping of resources to be sent to the storm assignment.
- With the execution of this Grievance Resolution, all related grievances are hereby withdrawn.

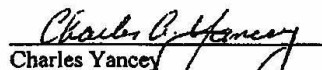
Each party has read, understands and agrees to all of the terms of this Grievance Resolution consisting of one (1) page and four (4) bullet points.

For Ameren Illinois:

  
Jay Houvenagle

Date: 11/19/09

System Council on behalf of  
IBEW Locals 51,309,649,702 and 1306:

  
Charles Yancey

Date: 11/19/09





MEMORANDUM OF AGREEMENT BETWEEN  
AMEREN ILLINOIS AND IBEW LOCAL 702  
January 26, 2011

The Company and Union agree to create a Gas Storage Crew Leader position within the IBEW Local 702 jurisdiction subsequent to the execution of this agreement under the following terms and conditions. The position will be filled according to the terms of the contract and will be an asterisk position.

- The starting wage for the Gas Storage Crew Leader will be:

4.01

GAS DEPARTMENT	Occ. Code	Hourly Wage Rate Effective Date of Acceptance	Hourly Wage Rate Effective 07/01/11
*Gas Storage Crew Leader	TBD	\$34.65	\$35.78
*Gas Storage Crew Leader (W)	TBD	\$35.45	\$36.60

- Either party can notify the other party in writing, with thirty (30) days notice, and cancel this Agreement at any time.
- The Union would agree to withdraw the related outstanding grievance.
- The Union would agree to drop all time slips associated with the related outstanding grievance.
- Positions will be posted within 30 days from signing the Agreement.

For the Union

For the Company

 2-18-11  
Jason Woolard                      Date  
Business Representative  
IBEW Local 702

 1/26/11  
Jay Houvenagle                      Date  
Manager, Labor Relations  
Ameren Illinois



AmerenCIPS  
Shawnee Region Office

**COPY**

1800 West Main Street  
Marion, IL 62959

MEMORANDUM OF UNDERSTANDING

*Copy*

This is to confirm the agreement between the IBEW Local 702 and Ameren regarding the filling of specific positions with the Gas Department, otherwise known as "GAS FLOATERS", for the Division VII of AmerenCIPS.

This agreement is not intended to permanently eliminate any positions of job classifications, currently or formerly held by gas employees in this division.

The Company and Union agree to the following stipulations for the "Gas Floaters":



1. The Company agrees not to post for bid any of these particular "Gas Floater" positions without first filling any vacancies that exists in the Gas Leadman position that are currently held as of the date of this agreement.
  - a. Two (2) Gas Leadmen in Carbondale Headquarters
  - b. Two (2) Gas Leadmen in Marion Headquarters
2. The location of any Gas Leadman's headquarters cannot be changed from any of the provisions within this particular agreement. This would still be subject to any provision set forth in the current collective bargaining agreement or any other applicable agreement.
3. The primary purpose of these employees is to work under the leadership of Gas Leadman on gas construction crew(s) first, and then work as a Local Gas Utilityman second.
4. Any employee holding this position would report directly to the Gas Utility Foreman of the employee's permanently headquartered town. This employee could be subject to the same working conditions of any Local Gas Utilityman within that department for the purposes of daily work and overtime. The Gas Supervisor has the responsibility of determining and notifying the Gas Utility Foreman when this employee is or is not required for gas construction activity.
5. In the event that all Gas Leadmen and other "Gas Floaters" are being utilized for gas construction projects, the company may utilize a "Gas Floater" to work with Local Gas Utilityman following the provisions set forth in the current collective bargaining agreement or any other applicable agreement.
6. When gas construction activities require, "Gas Floater" can be assigned to work in a different operating center under the leadership of a permanent or temporary gas leadman following the provisions set forth in the current collective bargaining agreement or any other applicable agreement.
7. If qualified, "Gas Floater" can be upgraded to temporary gas leadman in the event the gas leadman is absent or the position is temporarily vacant.
8. These positions may be filled by a Gas Journeyman or an apprentice at any step in their apprenticeship.

For the purpose of overtime, the following provisions will apply:

1. Gas construction call outs will be filled by the Gas Leadmen positions from that headquartered town first, and then and only then, the next call will go to any "Gas Floater" from the call-out list of the headquarters that is filling the crew.
2. "Gas Floaters" will be the last person on their permanent headquartered town's Local Gas Utilityman call-out list.

Should there be any disputes with these specific Gas Department positions, both parties agree to meet and discuss the issue. At no time will there be anything added or retracted from this agreement without mutual consent by the Company and the Union. Any unresolved disputes arising from this agreement would be subject to the grievance procedure as outlined in the current collective bargaining agreement.

In the event that either the Company or the Union finds cause to terminate this Memorandum of Understanding (MOU), a 30 day written notice to the other party is required. If this MOU is terminated, those employees holding "Gas Floater" position will be assigned to a gas construction payroll department at their permanent headquartered Operating Center. Seniority would prevail in the selection of the permanent crew assignment, and they would no longer be considered "Gas Floaters" for the purpose of this agreement.

*James E. Burke* 01/14/08  
James E Burke, AmerenCIPS, Division 7  
Supt Gas Operations & Engineering

*Jason M. Woolard* 1/16/08  
Jason M Woolard, IBEW Local 702  
Business Representative

a subsidiary of Ameren Corporation

Meter Specialist Proposal

Local 702

The Company is creating a new AMI related position to replace the work formally performed by individuals formally classified as meter readers and meter changer positions. This new position is designed to consistently address current metering work throughout Illinois as well as new types of field orders associated with the electric and gas modules, as AIC Implements AMI. The Company currently intends to post the number of jobs needed in February of the same year that the AMI conversion will occur in the affected towns.

Rate of Pay: \$32.55

Job Responsibilities: see exhibit A

Qualifications:

- New Hires and Transfers: High school diploma or equivalent required; Associate's degree in a technical discipline (e.g., Electrical Technology) or minimum 8 hours of technical math course work preferred.
- All: Must possess valid driver's license.
- All: Candidates will be expected to pass company-sponsored training, including required gas training to become OQ certified.

Conditions and other issues:

- Current meter readers and meter changers, get preference on the positions before general postings. These individuals will not be required to meet the minimum qualifications to accept the position. These individuals will have an initial 90 day period to demonstrate to management that they can effectively and efficiently perform the job responsibilities.
- Wage rate is 7/1/14 rate subject to gwi each year.
- The seniority group will be the Electric System Department for 702 CIPS and Meter Department for 702 IP.
- Initial postings at roll out will be done in the 1<sup>st</sup> Quarter for all locations expected to roll out in that year. Posting after initial roll out will be done on an as needed basis.
- Meter Readers and meter changers not securing a meter specialist position will not be laid off, required to change headquarters or take a reduction in pay.

 6-15-15  
IBEW Local 702 date

 5/27/15  
Ameren Illinois Co. date

## Meter Specialist

### **JOB RESPONSIBILITIES:**

Perform the following duties as they relate to residential and commercial electric meters and residential and commercial gas meters and modules for which employees are trained and capable of performing and in accordance with the 2012 Division Jurisdictional Agreement language as part of the IBEW Contract:

- Must maintain safety and customer focus at all times.
- Respond to alarms, flags, alerts and events from the AMI system and replace non-performing electric meters and gas meters/modules/indexes as necessary.
- Install electric AMI meters and gas modules the deployment vendor is unable to complete (UTCs).
- Change out AMI/AMR electric meters and AMI gas meters/modules due to customer requests for non-standard (non-AMI/AMR) metering.
- Perform routine electric and gas meter exchanges and AMI gas module exchanges.
- As part of gas meter exchanges, installations and removals, set and verify gas regulator pressure and lock-up pressure; and check meter-set piping for leaks with leak detector solution.
- Install/replace regulator vent screens.
- Perform non-pay door knocks in advance of non-payment disconnections, when necessary.
- Execute electric and gas service disconnections and reconnections as necessary.
- Respond to all requests for electric and gas physical meter reads as necessary, including but not limited to, monthly meter reading for non-standard metering.
- Identify, investigate and report potential diversion, tampering and theft of service situations.
- Relight gas appliances as necessary as part of the standard gas reconnection process.
- Perform all applicable voltage checks, meter base/socket/service wire/and service connection inspections associated with electric meter connect/disconnect/installation/removal and diversion/tampering inspections.
- Perform troubleshooting for non-communicating electric meters and gas modules.
- Paint gas meter-sets and piping as necessary.
- Make safe a gas leak as necessary.

**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.

**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 2<sup>nd</sup> 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)**

- Network Technician 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 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.**



**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.**
- **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.**

**IBEW SYSTEMS OVERSIGHT COMMITTEE**  
**ISSUES and ANSWERS**  
**Updated August 26, 2022**

1. 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.
2. Is an employee charged for refusing an overtime opportunity while on hog law?
  - No.
3. 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 will be used.
4. 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.
5. 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
    - Corrosion 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

## 6. Examples of the Rest Period

- 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.
- 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.)
- 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.
- 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.
- 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.

## 7. Minimum Overtime Callout Policy:

- Continuation, or if employees are requested to stay past their normal shift, does not count towards the policy.
- 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 Crew-leader 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 1<sup>st</sup> Responder or Standby on call pay (only actual hours worked count)
    - Missed meal periods do not count