

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

CENTRAL ILLINOIS LIGHT COMPANY d/b/a AmerenCILCO,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0070
)	
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY d/b/a AmerenCIPS,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0071
)	
ILLINOIS POWER COMPANY d/b/a AmerenIP,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0072 (consol.)
)	

REPLY IN SUPPORT OF THE AMEREN COMPANIES’ MOTION TO STRIKE

The Ameren Companies¹ submit this reply to the response of Local Unions 51, 309, 649, 702, and 1306 of the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW”) to the Ameren Companies’ pending Motion to Strike IBEW’s testimony. IBEW argues, variously, that: its testimony is relevant to the justness and reasonableness of the proposed tariffs; the proposed tariffs constitute an “unbundling” of services; and that the Ameren Companies have misrepresented the Commission’s directions to the IBEW in Docket No. 03-0767. IBEW’s claims are incorrect. IBEW’s testimony should be stricken for all the reasons stated in the Ameren Companies’ Motion to Strike.

IBEW’s principal line of attack is that the testimony is relevant to the justness and reasonableness of the proposed tariffs. “Just and reasonable” is primarily a rate concept: i.e.,

¹ The Ameren Companies are Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS and Illinois Power Company d/b/a AmerenIP.

whether proposed rate levels are appropriate. IBEW, however, is not complaining about rate levels in any respect. Nor is IBEW complaining about any other condition of service imposed on a customer. IBEW is complaining principally about existing meter service practice, and whether those practices comply with the Commission's rules. This is unlike any other "just and reasonable" analysis we have encountered in a rate case.

The IBEW's true complaint is not about rates. IBEW's argument is that, both currently and prospectively, the Ameren Companies do and will provide service in an unsafe manner because they are not using union personnel to the degree that the IBEW would like. IBEW's grievances have nothing to do with the issues before the Commission in this rate proceeding, as demonstrated in the following examples:

- "Cellnet or Terasen are not certificated as meter service providers under Code Part 460 of the Commission's Rules." (Moore, p. 4);
- "Permitting these customers or contractors to install these systems and facilities with demonstrated skills or training on par with that of AmerenCIPS' IBEW employees...." (Miller, p. 5);
- IBEW witness Peterson offers his opinions regarding Part 460 and whether AmerenIP's journeymen metermen would be classified as Class 3 meter workers. (Peterson, p. 9).

As these and numerous other examples show, the IBEW is foisting its labor disputes upon the Commission under the guise of "just and reasonable." Under the best of all possible lights, IBEW's testimony looks more like a complaint regarding Part 460 than rate case testimony.

IBEW's response does nothing to dispel, and indeed admits that this is a dispute under Part 460 of the Commission's Rules. At page 8 of its Response, it presents the core of its

argument: “if Ameren believes that its contractors are exempt from Code Part 460, then Ameren should seek a declaratory ruling and bear the burden of proof.” Thus, even in IBEW’s view, this is a dispute about practices under Code Part 460.

IBEW’s claims do not belong in a rate case. IBEW’s argument is that the Ameren Companies are violating the Commission’s standards of service. The Commission has already addressed what IBEW should do with this type of grievance, in its Order in Docket No. 03-0767. In Docket No. 03-0767, the Commission stated plainly that if IBEW believes that the Ameren Companies are violating some safety standard, IBEW can file a complaint. If, on the other hand, IBEW believes that the Ameren Companies are engaging in unfair labor practices, then IBEW should pursue its remedies under the labor laws and not before the Commission. The Commission did not indicate that IBEW could air its grievances in a rate case – yet that is exactly what IBEW has done. This effort is not appropriate, and should be rejected by the ALJs.

The IBEW argues that the Order in Docket No. 03-0767 does not say what it so clearly says, and instead turned on the timing of the IBEW’s intervention. To the contrary, the Order is exactly as the Ameren Companies have depicted it:

Furthermore, it is not clear that the issue to which IBEW avers concerning the HBAI agreements is anything more than a labor “jurisdictional dispute,” i.e. an issue concerning the identity or union membership of the persons performing the labor to install the electric line or gas main extensions. If so, it concerns labor relations matters rather than the Public Utilities Act. IBEW tries to make a vague reference to system reliability within the context of a requirement for “a workforce of skilled and dedicated employees,” but fails to set forth any specific allegation to substantiate that the provision of electricity or natural gas to customers is, or could be, at risk. Given the vagueness of the contentions, the Commission declines to open an investigation on its own motion, as IBEW requests. Again, IBEW is not inhibited from filing a complaint if it can state sufficient allegations.

Order on Rehearing, Docket No. 03-0767, p. 3.

The IBEW tries to liken this proceeding to Docket No. 03-0393, in which the Commission suspended and investigated a tariff offering. To the contrary, this proceeding has little to do with that case. In Docket No. 03-0393, the Commission investigated the reasonableness of the terms and conditions of a new service offered, under which a telephone company was (reluctantly) offering its competitors a particular type of access to its system. The Commission was primarily concerned with assuring that the access was real and that it was not overpriced or unduly burdensome. Here, the Ameren Companies are not offering any new service to customers or competitors. They will continue to offer the same service as before. They are just not requiring a customer to take it. Accordingly, any similarity between the cases is difficult to discern.

As a last (desperate) argument, the IBEW contends that the Ameren Companies' proposed terms of service regarding installation of conduit is an "unbundling" and that, accordingly, all of its testimony (on every topic) must be considered by the Commission. This is wrong. When a utility unbundles a service, it establishes a separate charge for a service that was previously included as part of a bundled charge. That is not what the Ameren Companies are proposing here. There is already a separate, unbundled charge for the relevant service. All the Ameren Companies are doing is allowing the customer a means of avoiding the already existing separate charge.

Accordingly, there is no unbundling within the meaning of the Act and IBEW raises no question about the justness and reasonableness of rates. The Commission need not entertain the IBEW's litany of complaints regarding the Ameren Companies' labor practices.

WHEREFORE, for all of the above reasons, and the reasons set forth in the Ameren Companies' May 5, 2006, Motion to Strike Testimony of Daniel F. Miller, Matt J. Moore, and Tom Peterson, the Ameren Companies respectfully request the ALJs strike IBEW's testimony in its entirety.

Dated: May 18, 2006

Respectfully submitted,

CENTRAL ILLINOIS LIGHT COMPANY
d/b/a AmerenCILCO

CENTRAL ILLINOIS PUBLIC SERVICE
COMPANY d/b/a AmerenCIPS

ILLINOIS POWER COMPANY d/b/a
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PROOF OF SERVICE

I, Laura M. Earl, certify that on May 18, 2006, I served a copy of the foregoing Reply by electronic mail to the individuals on the Commission's Service List for this Docket.

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