

**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.)
)	

**AMEREN COMPANIES' RESPONSE IN OBJECTION TO IBEW'S APPLICATION
FOR SUBPOENAS**

The Ameren Companies¹ hereby submit this objection to IBEW's May 26, 2006, Verified Application for Subpoenas ("Application"), on grounds that the information IBEW seeks to discover lies far outside the bounds of this proceedings. IBEW continues its efforts to hijack this rate case and turn it into a forum to air and litigate labor grievances, with no sign of stopping. The Commission must not tolerate IBEW's expanded effort, which threatens the ability of the Commission to complete this proceeding within the statutory time frame. The IBEW's effort to cast its net even wider with subpoenas to the Ameren Companies' vendors should be denied.

The IBEW's motion hinges entirely on its contention that, under the Public Utilities Act ("Act" or "PUA"), this case is the proper forum for the consideration of the justness and reasonableness of the "rates, terms , conditions and actual practices" of the Ameren Companies.

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.

And it is that last term – “actual practices” that the IBEW is trying to sneak past the ALJs. That term does not appear in the Act. What does appear – “rates, terms, conditions and practices” – refers to the tariff terms themselves. What the IBEW has in its crosshairs is not so much what the tariff says, but how the utility operates day to day.

This is a meaningful distinction. What the IBEW openly opposes is the use of contract labor instead of utility employees to perform utility functions. If Section 9-201 of the Act read the way that the IBEW reads it, a utility would have to seek ICC approval – and a change in its tariff – if it were to outsource anything from cleaning services in its headquarters to maintenance of its trucks. The Act has never been read so broadly, and, as the Commission must be aware, utilities do not seek ICC approval for such changes in operations. The PUA simply does not require utilities to seek the Commission’s approval to outsource metering services.

What the Ameren Companies seek is Commission approval of a change in their terms of service with customers. The IBEW does not oppose the tariff change so much as how the Ameren Companies will perform their obligations once the tariffs are approved. But a rate case inquiry regarding the “actual practices” of which IBEW complains is not provided in the PUA. The Commission thus cannot allow such an inquiry. *Ill. Commerce Comm’n et al. v. N. Y. Centr. R.R. Co. et al.*, 398 Ill. 11, 16 (1947) (“The Commission has no arbitrary powers. . . . It derives its power only from the statute and has no authority except such as is expressly conferred upon it.”).

To view how far afield IBEW is straying, one need only look at the actual text of the subpoenas. The information IBEW seeks would be of no use in assisting the ALJs and the Commission to render a determination on the Ameren Companies’ rates. The sought-after

information is entirely irrelevant, as demonstrated in just a few examples of IBEW's subpoena questions:

- IBEW [Terasen] Question 1.05. Has [Terasen] executed a contract with Cellnet Technology, Inc. to deploy all or part of Cellnet Technology, Inc.'s automated meter reading (AMR) system to electric and gas meters in Ameren's Illinois service territory?
- IBEW [Terasen] Question 1.10. Will the Company possess workers' compensation insurance to cover its employees in compliance with the Illinois Workers' Compensation Insurance Act (820 ILCS 305/1 et seq.)?
- IBEW [Terasen] Question 1.12. Please produce a copy of any metering service training or instructional materials that Ameren or Cellnet Technology, Inc. has provided to the Company in order for the Company and its employees or agents to install, operate or maintain all or part of Cellnet Technology, Inc's automated meter reading (AMR) system in Ameren's Illinois service territory?
- IBEW [Cellnet] Question 1.05. Does Cellnet Technology, Inc. possess either (A) according to a Dun & Bradstreet Business Information Report no more than 30 days old a Composite Credit Appraisal of "3" or lower and a PAYDEX score of "70" or higher, or (B) according to an Experian Small Business Intelliscore report an Intelliscore of "63" or higher?
- IBEW [Cellnet] Question 1.11. Please produce an unredacted copy of the executed contract, including exhibits and attachments, between Cellnet Technology, Inc. and Terasen Utility Services whereby Terasen Utility Services will deploy all or parts of Cellnet Technology, Inc's automated meter reading (AMR) system in Ameren's Illinois service territory.
- IBEW [Cellnet] Question 1.13. How many employees will Cellnet Technology, Inc. employ to deploy its automated meter reading (AMR) system in Ameren's Illinois service territory?

Answers to these questions would be entirely unhelpful to the ALJs and the Commission in determining the Ameren Companies' delivery service rates. Allowing IBEW's subpoenas to issue would only further IBEW's clear goal to hijack this rate case and distract it from the real issues at bar. Notably, the Commission's Rules provide that a subpoena that is "...unreasonable or oppressive or relates to irrelevant or immaterial matters" may be quashed, or for any good cause shown, "without limitation." 83 Ill. Admin. Code § 200.390.

Further, none of the cases IBEW cites in its Application support converting this rate case into a forum to resolve labor disputes. *See Abbott Laboratories, Inc. v. Ill. Commerce Commission*, 289 Ill. App. 3d 705, 711-12 (1st Dist. 1997); *Proposed Implementation of High Frequency Portion of Loop (HFLP)/Line Sharing Service*, ICC Docket No. 00-0393, 2001 Ill. PUC LEXIS 271 at *4-*8 (Mar. 14, 2001). A rate case is simply not the proper forum for the IBEW to air grievances over the utilities' use of union or contract labor. Not only is such an inquiry beyond the scope of what the Commission is supposed to be doing here, it threatens to swallow the procedural schedule whole. As the IBEW expands the case to include investigation of labor practices, it becomes increasingly less likely that hearings can be conducted in the time contemplated, and may extend well beyond what is in the schedule, with cascading effects on briefs.

WHEREFORE, for all of the above reasons, IBEW's "Verified Application for Subpoenas" should be denied.

Dated: June 2, 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
AmerenIP

By: /s/ Laura M. Earl
One of its attorneys

Christopher W. Flynn
Laura M. Earl
Jones Day
77 W. Wacker, Suite 3500
Chicago, Illinois 60601
(312) 782-3939 (voice)
(312) 782-8585 (fax)
cflynn@jonesday.com
learl@jonesday.com

Edward C. Fitzhenry
Managing Associate General Counsel
Ameren Services Company
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63166
(314) 554-3533 (voice)
(314) 554-4014 (fax)
efitzhenry@ameren.com

PROOF OF SERVICE

I, Laura M. Earl, certify that on June 2, 2006, I served a copy of the foregoing Response by electronic mail to the individuals on the Commission's Service List for this Docket.

By: /s/ Laura M. Earl
Attorney for Movant