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## AGREEMENT

THIS AGREEMENT, made and entered into this the 15th day of October A.D., 2012, by and between Ameren Illinois Company a corporation organized and existing under the laws of the State of Illinois, its assigns or successors, who may be hereinafter referred to as the "Company" or "AmerenCILCO" and LOCAL UNION 51 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor, who may be hereinafter referred to as the "Union." The parties mutually agree that this company name change is an administrative change only and does not affect or change any of the parties' rights and responsibilities under the CBA including the practices, understandings, agreements, and the applicability of federal and state laws.

The Agreement shall become effective as of July 1, 2012, A.D., and shall remain in full force and effect until June 30, 2017 and thereafter from year to year unless either party gives the other written notice by mail, sixty (60) days before the expiration date of the Agreement, requesting that the Agreement be amended or cancelled; provided, however, in notice of amendment, if agreement is not reached as of July 1, the terms of this Agreement shall be extended sixty (60) days and if agreement is not reached on the amendments within this period, the Amendment may then be cancelled by either the Company or the Union by written notice to the other party. The sixty (60) day notice shall be accompanied by proposed amendments.

### WITNESSETH:

#### ARTICLE I

1. This Agreement shall have effect in the geographic locations of the Company known as the Northern Division and Southern Division, and shall cover construction and maintenance work in the aforementioned Divisions (including electric transmission and distribution lines interconnecting said Divisions) performed by employees of the Company who are members of the Union. **(Refer to the Jurisdictional Document dated November 14, 2007 and amended on 8-22-12 for exceptions to this section)**
2. It is agreed between the parties hereto that employees of the Company, in the bargaining unit, who are now members of the Union, or any employees who become members thereafter, shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement. Any such employee, member of the Union, indebted to the Union in excess of three (3) months' dues, shall be suspended from employment by the Company on notification in writing by the Union. The Union will notify the Company at least five (5) working days prior to the date employee is to be suspended. New employees shall become members of the Union after thirty-one (31) days' employment, and shall continue such membership as a condition of employment for the duration of this Agreement.

3. The Company will deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue from year to year unless written notice of cancellation is given to the Union and the Company during the month of June in each calendar year. The deduction authorization form shall be mutually agreed upon and provided by the Union.
4. It is expressly understood and agreed that 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 by the Company to be kept and performed, the Union agrees that the employees covered by this Agreement will not be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them and 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 difference that may arise between the above-mentioned parties shall be settled in the manner as later provided herein.
5. It is agreed between the parties hereto that they will continue their policies prohibiting discrimination or harassment against any employee because of his or her race, color, religion, sex, national origin, marital status, type of military discharge, physical or mental handicap, or age. As used in this Agreement, personal nouns and pronouns shall cover both male and female employees.
6. Nothing herein contained shall require either party hereto to do or refrain from doing anything required or permitted to be done by the Constitution of the United States or Constitution of the State of Illinois.
7. In the event that any provision of this Agreement shall conflict with any Federal or State Law, order, direction, or regulation now or hereafter enacted or issued, such provision hereof shall not remain operative or binding upon the parties hereto, but the remaining portions of the Agreement shall remain in force and effect.
8. It is understood by both parties that the terms and provisions of the letters of agreement by and among the Company and the Union, shall remain in effect for the term of this Agreement.

**ARTICLE II**  
**CLASSIFICATIONS, WORK GROUPS AND WAGE RATES**

1. The schedule of wage rates attached hereto and made a part hereof as "Work Groups, Classifications and Wage Rates," are the minimum rates for each classification coming within the scope of this Agreement.

2. All employees who work on regular scheduled shift work beginning prior to 5 A.M. or after 10 A.M. are to receive a shift bonus of ninety cents (\$0.90) per hour. This does not include overtime call outs or prearranged hours worked by individuals who do not regularly perform shift work as part of their basic 40 hour work week. In cases where a shift worker's work period is extended beyond the regular eight (8) hour period, he will continue to receive the shift bonus of his regular shift. If the employee is rescheduled to work overtime on regular scheduled shift work, he will receive the appropriate shift bonus for that shift. Where overtime rates apply, the shift differential will be added to the base rate before calculating the applicable overtime.
- 2.1 Shift workers who are regularly scheduled to work on holidays as set forth in this Agreement shall receive one and one-half (1-1/2) times their basic wage rate plus the applicable bonus for the scheduled eight (8) hour shift and in addition are to receive eight (8) hours' holiday pay at their basic wage rate as provided for in the holiday clause of this Agreement. Vacation pay or other benefits of shift workers shall not include any shift bonus payments.
3. The wage rate for a new employee shall be that paid to present employees of the same qualifications.
4. The wage rate for an employee regularly employed and performing work under two or more classifications paying different wage rates shall be the rate of the position paying the highest rate.
5. Tuscola Gas, Substation Electricians performing switching and Peoria Gas Construction Crew Leaders will be on stand-by. These employees are 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. Employees on stand-by will receive compensation equal to \$1.25 per hour for all hours on stand-by.

It is agreed that other employee groups may elect to operate on a similar stand-by procedure by mutual agreement between the Company and Union. The establishment or continuation of any stand-by practices does not alter the Company's right to establish continuous shift operations.

6. The ratio of Apprentices and/or Helpers to Journeymen, except by mutual agreement, may be one (1) Apprentice to each three (3) Journeymen in work groups where the services of Apprentices are applied, and the ratio of Cable Splicer Helpers to Journeymen Cable Splicers may be one (1) helper to each Journeyman Cable Splicer. It is further agreed that one (1) Apprentice Cable Splicer may be employed in each Underground Work Group.

There may be more Apprentices employed in given work groups than 3 to 1 ration, however, their actual work assignments shall not exceed 3 to 1, unless mutually agreed to by the Union and Company.

7. Employees assigned to Apprenticeship classifications will be provided instruction to meet the service requirements of the Company. They will be assigned to sufficient training duties during their Apprenticeship.
8. First and second year Apprentice Linemen/Troublemens or Electricians shall not be allowed to work on live lines or equipment of 480 volts or over, but Apprentices having two (2) or more years' service may work on live lines or equipment of 480 volts or over providing they are assisting a Journeyman Lineman/Troubleman or Electrician in performing such work.
9. It is agreed the Company will establish a three (3) year apprenticeship program in the Gas Construction, Gas Service and Gas System Work Groups. Gas Apprentice examinations both written and oral will be held in the presence of the Gas Work Group Union Steward, a qualified Gas Journeyman acceptable to the Union and the Company and management personnel. Examinations will be given on Company time. After passing the Journeyman's examination, the employee will be assigned Journeyman's duties. Classroom work which may be a part of the Apprenticeship training will be on Company time.
10. The wage rates for Apprentice classifications are listed in the Work Groups, Classifications and Wage Rates Schedule.
11. When working on live lines or equipment over 480 volts, it shall be the general practice to have two (2) Linemen/Troublemens or two (2) Electricians working together.
12. First year Gas Construction Apprentices, when working live gas, may only be used as a third person on a crew.
13. The vacation pay, holiday pay, sick pay, jury duty pay, funeral leave pay and compensable injury pay for Meter Readers receiving bonus shall be computed on the average hourly straight time earnings, including bonus, for the six (6) months immediately prior to the absence period.

**ARTICLE III**  
**SICK BENEFIT**

1. When a regular (not part-time or temporary) hourly paid employee is unable to work for a period of two (2) consecutive working days on account of illness, exclusive of illness or disability due to occupational accidents, he shall receive sick benefits at the rate of ninety-five percent (95%) of his basic rate of pay for forty (40) hours per week, up to a maximum of two hundred twenty (220) work days whether within a single calendar year or during periods encompassing more than a single calendar year if the inability to work arises from, out of or in connection with a single, common or related illness, accident or event.

Sick leave benefits will not be allowed, in any case, for the first two (2) working days of such illness excepting that in case an illness extends five (5) or more

consecutive working days the two (2) day waiting period shall then be included in the sick benefit payments.

An employee will be eligible for another period of disability for the same single, common or related illness, accident or event after being released by a physician and performs his normal full-time duties (light duty excluded), for a period of six (6) months. In calculating the said six (6) month period, the employee must actually return to work, and time such as vacation period, holidays, and any other absence from work (whether excused or not) will not count in computing the required six (6) months of regular full-time duties required before an employee is eligible for another period of disability as herein set forth. If an employee is allowed to return to work on a light-duty basis and remains on that light-duty work for nine (9) months, he will be eligible for another period of disability for the same single, common or related illness, accident or event. In calculating the said nine (9) month period, the employee must actually return to work, and time such as vacation period, holidays, and any other absence from work (whether excused or not) will not count in computing the required nine (9) months of light-duty work required before an employee is eligible for another period of disability as herein set forth.

2. Employees must complete six (6) months' service before being eligible for sick benefits. Sick benefits will not accumulate from year to year. Sick benefits will only be allowed for alcoholism, drug abuse, and emotional disorders if the employee adopts such remedial measures as may be commensurate with his condition, and permits such reasonable examinations and inquiries by the Company representative, as, in the judgment of the Company, may be necessary to ascertain the employee's condition. Sick leave benefits will not be paid if the illness or disability results from self-employment or employment outside of the Company. Employees shall furnish a certificate from an accredited physician showing incapacity to work, if the sickness or disability extends beyond two (2) working days.
3. Employees must complete application for sick pay benefits and furnish the Company with medical certification that they are unable to work before any sick benefit payments are made. Employees on extended sick leave must recertify their disability every thirty (30) days. The Company and the Union have agreed on the forms to be used for such certification.
4. Sick benefits accruing to an employee may be revised, or entirely eliminated, if, upon an impartial examination, it is found that the employee in question is abusing this sick benefit plan.
5. Any employee claiming payment for benefits or paid time not worked (whether for sick benefits or any other type of benefits or paid time not worked) when such absence is obtained, excused or permitted under conditions evidencing fraud, deceit, misrepresentation, or otherwise obtained by an intentionally misleading or false representation, shall be subject to disciplinary action, including discharge.
6. Employees who are off work or injured while working for the Company and are eligible for Worker's Compensation for temporary total incapacity for work in

accordance with the Worker's Compensation Act, Section 8, shall receive from the Company the difference between the weekly compensation rate for temporary total disability and their basic rate of pay for forty (40) hours per week (gross pay less FICA, Federal, and State Withholding Taxes).

In no case during the disability period will an employee receive less or more than his normal basic take-home pay that he was receiving prior to the injury. All authorized deductions, e.g. savings plan, Union dues, insurances, etc. will continue to be withheld from the employee's disability pay on the same basis as prior to the injury. Company contributions for the Employees' Savings Plan and ESOP will continue on the same basis as prior to the injury. For withholding tax purposes during the disability period, exemptions claimed by the employee will be limited to the number of his legally eligible exemptions.

Such disability payments are to continue until the Company physician releases the employee to return to work or until such time the physician renders the employee wholly and permanently incapable of work.

It is agreed that time off while on sick leave or Worker's Compensation will not be charged against an employee's allowed time off as provided for under the Family Medical Leave Act.

7. Any employee unable to work for the Company due to illness or accident who is discovered to be employed whether for himself or by another, or who is otherwise acting in a manner inconsistent with the claimed physical ailment, or who is acting in a manner which demonstrated an act of fraud, misleading or misrepresentation, shall be subject to disciplinary action.
8. The Company reserves the right to seek an additional medical opinion at the Company's cost and expense by means of a physical examination, or otherwise by an accredited physician of the Company's own choosing. If a disagreement arises as to the opinions as to the employee's state of health, an impartial examination made by a physician chosen by the two physicians who have a disagreement concerning the employee's health (the expense of which examination will be borne equally by the Company and the employee), shall be determinative of this issue. Any employee who fails or refuses to obtain the requisite certificate, or who fails or refuses to cooperate in these procedures, shall be subject to disciplinary action.
9. Employees who have completed twelve (12) months of full time continuous service shall be participants under the Ameren Long Term Disability (LTD) Plan. It is understood that sick benefits, as described above, otherwise payable under the Ameren sick leave program will stop on the date an employee becomes eligible for the LTD benefit payments. Once the LTD compensation begins, vacations, holidays, pension, etc. cease to accrue.
10. LTD Administration
  - a) Eligible employees will go on LTD after the one hundred eighty (180) calendar day elimination period.

- b) If an employee returns to work after they go on LTD, but before they would have exhausted their eligibility for sick pay at 95%, they will receive the difference between 60% and 95% after they return to work.
- c) The method of determining eligibility for two hundred twenty (220) workdays pay upon return will be computed as it has been in the past.
- d) Employees on LTD will not be paid their unused vacation until the end of the calendar year similar to Article IV, Section 1.2. They will accrue vacation consistent with Article IV, Section 4.

#### **ARTICLE IV** **VACATIONS**

1. Regular employees covered under this Agreement shall be entitled to a vacation with pay each year based on the following length of service at a time approved by the Company.
  - a) Employees who have completed at least one (1) year but less than two (2) years of continuous service with the Company shall be entitled to a vacation of five (5) workdays or forty (40) hours.
  - b) Employees who have completed at least two (2) years but less than eight (8) years of continuous service with the Company shall be entitled to a vacation of ten (10) workdays or eighty (80) hours.
  - c) Employees who have completed at least eight (8) but less than fifteen (15) years of continuous service with the Company shall be entitled to a vacation of fifteen (15) workdays or one hundred twenty (120) hours.
  - d) Employees who have completed at least fifteen (15) but less than twenty-three (23) years of continuous service with the Company shall be entitled to a vacation of twenty (20) workdays or one hundred sixty (160) hours.
  - e) Employees who have completed at least twenty-three (23) but less than twenty-eight (28) years of continuous service with the Company shall be entitled to a vacation of twenty-five (25) workdays or two hundred (200) hours.
  - f) Employees who have completed twenty-eight (28) or more years of continuous service with the Company shall be entitled to a vacation of thirty (30) workdays or two hundred forty (240) hours.
  - g) One (1) additional week's vacation (five (5) days, forty (40) hours) will be granted to employees with thirty-five (35) or more years of service during the calendar year in which that employee retires. Employees eligible under this provision must actually take this week of vacation before they retire.

- 1.2. Employees who are receiving sick pay benefits as provided for under Article III of this Agreement or off work receiving worker's compensation and having unused vacation and are not expected to be released to return to work soon enough to take their earned vacation for that year, will be taken off of sick leave and placed on vacation the number of days equivalent to their unused vacation. In those cases where employees are placed on vacation their total eligible sick benefit days for which they are eligible under Article III will extend their sick pay eligibility an equal amount of time.

Should an employee become disabled during the month of November or December and have vacation scheduled during these two (2) months and is unable to take such vacation due to being on sick leave (as provided for under Article III of this Agreement, including time missed from work by reason of an injury covered by the Worker's Compensation Act), during his regularly scheduled period of vacation, then and only then, the employee will be permitted to carry over his vacation period to the next following calendar year provided that:

- i) the employee must take his vacation at the time he is released by his physician before returning to work, or in the alternative, the employee may be permitted at the employee's option to receive pay in lieu of the said "carried-over" vacation period when the employee is released to return to work by his physician, all in accordance with Article III of this Agreement.
- ii) employees who become disabled during the month of November or December, have scheduled vacation during these two months and who do not return to work will be required to take the vacation time off after their sick benefits expire.

In no case will employees who retire on disability or who terminate their employment because of a disability earn vacation for that portion of the calendar year in which they did not physically work and were being paid sick pay benefits.

- 1.3. When an employee has a service anniversary date (other than his first) which qualifies him for additional vacation, he may schedule that additional vacation time at any time during the vacation year in which that anniversary date occurs, subject to the other provisions of this Article.
2. When a regular employee leaves the Company, the vacation allowance to which he may be entitled shall be consistent with the above provisions, and provided he has not already taken the vacation for which he is eligible during the current calendar year, he shall be paid his vacation allowance as of the date of his termination of service with the Company. In the event a regular employee terminates his employment solely because of layoff, death or retirement under the Company's pension plan, pro rata vacation pay earned the calendar year of termination to the date of such layoff, death or retirement will be paid.
3. Vacations shall be taken at increments of at least five (5) working days except as to those employees eligible for two (2) or more weeks of vacation. Employees eligible for two (2) and three (3) weeks of vacation will be allowed to take one (1) week (five (5) workdays) one (1) day or more at a time. Employees eligible for

four (4), five (5) or six (6) weeks of vacation may schedule an additional week (five (5) workdays), of vacation one (1) day or more at a time. This will allow employees with four (4), five (5), or six (6) weeks of vacation a total of two (2) weeks (ten (10) workdays), of vacation to be scheduled one (1) day or more at a time. The vacation days referred to in this paragraph must be scheduled in advance and must be in accordance with all other provisions of this Agreement. The needs of the Company to provide service will be a valid reason to deny requests to schedule vacation one (1) or more days at a time. These days must be scheduled or utilized before December 1 each year.

- 3.1. Other than as provided for in Paragraph 1.2 and Paragraph 5 of this Article, vacations shall not accumulate from year to year. In determining vacation schedules the wishes of the employee will be considered as to the time of taking his vacation, insofar as the needs of the service will permit.
4. All absences from work for authorized leaves of absence, or layoffs in any vacation year, shall be deducted in determining vacation allowances and years of service.
5. In the event of death in the employee's immediate family, as outlined in Article VIII, Paragraphs 12 and 12.1, while the employee is on vacation, he may reschedule up to three (3) days of his vacation. The number of days he may reschedule shall be in accordance with the provisions of Article VIII, Paragraphs 12 and 12.1 of this Agreement. In the event that these rescheduled days would fall into a new calendar year, they must be scheduled and taken during the first working days of the new calendar year, provided it can be scheduled by the Company.
6. In case a holiday, within the meaning of this Agreement, occurs on an employee's basic workday during his scheduled vacation period, an additional day off shall be allowed for such holiday.
7. Vacation pay and sick benefits shall not run concurrently.

## **ARTICLE V** **HOURS OF WORK**

1. Eight (8) hours shall constitute a regular day's work and five (5) consecutive days, beginning Monday morning and terminating Friday evening, shall constitute a regular week's work for all employees covered herein, except as otherwise provided in this Agreement.
2. Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute a regular week's work for Service Crews, Monday to Friday, inclusive, and/or from Tuesday to Saturday, inclusive; the employees and/or crews to be assigned to, or alternated, shall be mutually agreed upon by the parties hereto; employees are to report to the location from where they begin their regular shift (hereinafter referred to as headquarters) and be returned to headquarters except as otherwise provided herein. Headquarters may be the

employee's home, a nearby facility to the employee's home, job site or other facility.

3. Regular daytime working hours, except as otherwise provided, shall be from 8:00 A.M. to 4:00 P.M. with a twenty (20) minute lunch period taken on Company time. Employees will not be returned to headquarters for lunch during this period.
4. Employees in the Garage on the day shift may be scheduled to start work any time between 5:00 A.M. and 8:00 A.M., or at such other time it is mutually agreed upon. The practice of assigning employees on shifts in the Garage will continue as in the past. Employees assigned to the day shift in the Storerooms may be scheduled to start work any time between 5:00 A.M. and 4:00 P.M. It is agreed to limit the number of Storeroom employees who begin their shift at 3:00 P.M. or after to three (3) employees Company-wide. Employees in the Storerooms and the Garage may be scheduled to work any five (5) consecutive days, Monday through Saturday.
5. Journeymen performing gas and/or electric trouble, complaint and service work and Substation Electricians in the Northern Division who are assigned switching duties in the Substation work group may be scheduled any eight (8) hours per day, any five (5) consecutive days per week, Saturdays, Sundays and holidays included. In addition, Journeymen of the proper classification performing gas and electric trouble, complaint and service work may be used on regular construction and maintenance work as deemed necessary.

It is understood that a maximum of 6 Electric employees regularly performing electric construction and/or maintenance duties and 6 Gas employees regularly performing gas construction and/or maintenance duties in each Division may be scheduled to start work any time between 6:00 A.M. and 10:00 A.M. any five (5) consecutive days Monday through Saturday unless mutually agreed to otherwise by both the Company and the Union.

Employees will be given five (5) days notice prior to a change in work hours. This applies to all employees covered in Article V, Paragraphs 4 and 5 with the exception of employees assigned to Relief duties and Substation Electricians who are eligible to be assigned and are requested to perform switching duties in the Northern Division. The filling of shifts in whole or in part is at the discretion of management.

It is agreed that any employee group, (group being defined as employees within the same job classification or Crew Leader/Journeyman/Apprentice classification within the same reporting location), may change their hours of work as mutually agreed to by the Company and the Union.

6. When necessary, the Company may establish a second shift any five consecutive days Monday through Friday in the Gas Meter and Electric Meter Work Groups, with the further understanding that:

- a) Employees will be given five (5) calendar days' notice prior to assignment to the second shift, except as provided in Paragraph (b) following.
  - b) At least two (2) Shop Testers and/or Journeymen will be assigned to work the second shift, however, should illness or other unforeseen absence of a scheduled Shop Tester or Journeyman occur, no violation of this provision will be considered. In this event, a substitute Shop Tester or Journeyman may be assigned with 24 hours notice.
  - c) Qualified Shop Testers and Journeymen only will be allowed or required to work the second shift.
  - d) Assignment to a second shift will only be initiated when the shop backlog of electric meters to be tested exceeds 1,000 single phase or 100 polyphase meters. In the Gas Meter Shop, it will only be initiated when the shop backlog of residential meters to be tested exceeds 500 or large commercial/industrial meters exceeds 50.
  - e) Assignment to the second shift will be done by seeking volunteers from the qualified Shop Testers first and then the Journeymen second, with seniority prevailing in selection for the shift work. If insufficient volunteers are available, the Company will assign qualified employees from the Shop Tester classification first and the Journeymen second in inverse seniority order.
7. Those employees whose two (2) days of rest fall between Tuesday and Saturday, both inclusive, the first day of rest shall be considered as "Saturday" and the second day of rest as "Sunday," and if called to work on such days, they shall receive the applicable overtime rates of pay. When an employee's first day of rest falls on a Sunday, his second day of rest shall be considered as a "Saturday."
  8. All work performed in excess of a regular day's work on a regular week's work, less any intervening holiday, or excused absence, except as otherwise provided in this Agreement, shall be paid for at the rate of time and one-half (1-1/2), except Sundays which shall be paid for at double time (2x) and employees shall not be required to take off time during the regular working day for overtime worked, or to be worked.
  9. Employees who are scheduled to work on a calendar Sunday as a basic workday shall receive, in addition, fifty percent (50%) of their basic hourly rates of pay for the hours worked during such basic workday.
  10. A. Because of the essential nature of the service provided by the Company, all employees are obligated to work necessary overtime, as reasonably determined by management. It is understood there may be situations which from time to time may prevent individual employees from being able to do so. For purposes of this Section overtime is defined as either scheduled overtime, call-out overtime or overtime required as a continuation of an employee's regular working hours.

- B. The Union agrees to work with the Company to ensure compliance with the obligation of the employees to work overtime. If for some reason employees fail to meet their obligation to work overtime, the Union agrees to work with its contractors to perform needed work in the absence of sufficient bargaining unit employees.
- C. Minimum Overtime Response Policy

This Policy applies to anyone subject to emergency response.

**Minimum Acceptance/Eligibility:**

1. Employees are expected to accept and respond to as many opportunities as practical but at a minimum of 10% of the total callout overtime opportunities offered. Employees who take a truck home are expected to accept and respond to as many opportunities as practical but at a minimum of 15% of the total callout overtime opportunities offered.
2. Employees who fail to meet the requirements in number one (1) above during the review period will be required to accept a minimum of 20% (25% if they take a truck home) for future review periods until they reach compliance with the higher percentage.
3. Employees who have received a minimum of ten (10) callout overtime opportunities during the agreed-upon six (6) month review period will be held to the Minimum Callout Overtime Response Policy.
4. When employees are headquartered out of a specific department, emergency overtime request calls to the employees remaining in the department that are not accepted will not be counted in calculating the employee's acceptance rates. However, calls that are accepted will be counted toward the employee's acceptance rate.
5. Upon mutual agreement when the available pool of employees responding to emergency calls is drastically reduced the Company may suspend the minimum callout policy for the affected department(s) until the extenuating circumstances cease to exist.

**Callout Opportunities:**

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

3. ACO callout overtime reports will be posted weekly for employee review. Should discrepancies be noted on the posted callout report, it is the responsibility of the employee affected to bring these to the attention of their supervisor within two (2) weeks.

**Compliance/Review Process:**

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

10.1. Overtime assignments during regular work day.

- A. Where a job in progress or emergency at the end of the day requires additional overtime beyond regular working hours, those employees currently engaged in the work shall remain on the job until excused.

Emergencies assigned during regular working hours which will likely require overtime to complete will be assigned to and completed by the crew of the proper size which can respond to the assignment the quickest.

Emergencies which occur near the end of the day, when most crews are in the headquarters, will be assigned according to availability.

1. If replacements or additional employees are required, they will be obtained from available crews in the field or from available qualified employees at the headquarters/Service Center, depending on the nature and location of the overtime assignment.
2. "Available employees" means those qualified employees present in the designated areas of a headquarters/service center at the time the overtime is needed. The designated area for overtime solicitation at each location will be determined by local management and the appropriate union steward. If more available employees than are needed express a willingness to accept the assignment, position on the call out list will determine the selection.

If less available employees than are needed express a willingness to accept the assignment, position on the call out list will determine which employees are required to accept the assignment. Once forced, an employee will be rotated to the bottom of the call-out list for forcing purposes only.

3. If an occasion develops when overtime is needed, and a sufficient number of qualified employees are not in the designated area, after 3:45 p.m., the Company may require any qualified employee to work the overtime.
4. Employees requesting to be replaced at the end of the work day will be accommodated as soon as reasonably possible, but will continue to work until their replacement arrives. If it is necessary to replace a Crew Leader for crew work, and no other Crew Leader is available, another Journeyman may be called to complete the assignment and the senior Journeyman will be upgraded to Crew Leader.

10.2. The Union and the employees agree there shall be no overtime boycotts.

10.3. Employees will not be required to work an unreasonable amount of overtime.

10.4 Nothing in this agreement is intended to modify the Company's obligations under Article V, Section 11.

11. As far as practicable, overtime shall be distributed equally among employees during a calendar year, and among employees within each job classification in a work group, taking into account the qualifications required and the availability of the employees.

Should an employee be improperly by-passed in the assignment of overtime within his/her own equalization of overtime list the Company shall afford the employee who should have received the overtime assignment the opportunity to either regain the number of overtime hours lost on the overtime list, up to a maximum of 3 hours, or receive one (1) hour's pay at the rate of pay in effect at the time the original overtime was worked. If the employee chooses to work the hours lost, he/she will be assigned work which would not normally be done on an overtime basis; however, the work will be within their classification. This opportunity will be made available within 30 working days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.

No more than the number of employees required to complete the call out shall be given the option of makeup or pay, regardless of the number of employees by-passed.

Call out procedures for each of the Job Classifications are outlined in Letter No. 3 dated December 9, 2004, in the back of this Agreement.

12. The parties realize there may be changes in the law and/or government regulations which may require different working hours other than those provided for in this Article. In such event, the Company, after giving notice and bargaining with the Union, may revise the hours of work to meet its requirements. Should the parties fail to reach agreement and a dispute arises, the Union may proceed to the grievance/arbitration procedure.

## **ARTICLE VI** **HOLIDAYS**

1. Hourly-paid employees other than temporary or part-time (except as provided for in Paragraph 1.1) whose services are not required on their Floating Holiday, New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day, or the day celebrated for the foregoing, are to receive eight (8) hours' pay at their regular straight time basic rate provided:
  - a) The employee works his full scheduled workday before and after the holiday.
  - b) If the employee is absent on his scheduled workday either before or after the holiday (but not both) the employee may be entitled to holiday pay if otherwise qualified, provided the employee is able to show that the full day's absence resulted from urgent circumstances beyond his control, and that except for the holiday he would have been able to work on that day.
  - c) When an employee is sick during a period where there is an intervening holiday, he will not be considered absent for this purpose and, therefore, will receive his regular holiday pay provided he works his last scheduled workday before such sick period. Holiday pay and sick pay shall not run concurrently.
- 1.1. Employees designated as temporary employees scheduled to work forty (40) hours per week, who have been employed six (6) or more consecutive months, will be eligible for holiday pay in accordance with the holiday pay provisions.
2. Hourly-paid employees other than temporary or part-time are to be credited with eight (8) hours' holiday pay at their regular rate if so excused, provided, that if work is scheduled on a holiday and an employee is requested to report for work and does not do so, said employee shall forfeit his pay for the holiday.
3. When a holiday under this Agreement falls on a Saturday, the previous Friday shall be celebrated as the holiday; and when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday. The day before Christmas Day and the day before New Year's Day will be celebrated on the last regularly scheduled workday before the day on which Christmas Day and New Year's Day is celebrated as a holiday.

4. Hourly-paid employees other than temporary or part-time who work on their Floating Holiday, New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's or the days celebrated for the foregoing, shall be entitled to such holiday pay, and, in addition, shall receive one and one-half (1-1/2) times their straight time rate for time worked within the period of their regular scheduled work hours, and pay at double the straight time rate for time worked in excess of eight (8) hours on such holidays.
5. Nothing herein shall be construed as requiring or permitting the pyramiding of overtime rates.

**ARTICLE VII**  
**CONDITIONS OF WORK**

1. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if as a result thereof it would become necessary concurrently to lay off, involuntarily transfer, or reduce the rate of pay of any employees on the seniority list who regularly perform such work, except as otherwise provided in this paragraph. The Company is entitled to contract work out within a Division provided only that employees who regularly perform such work in that Division are not laid off, involuntarily transferred, or demoted to lower-paid jobs as a concurrent result of the act of contracting out. The word "concurrent(ly)" as referred to in this paragraph is defined as meaning within 4 months of the initial lay off, involuntary transfer, or demotion except for emergency conditions that must be met to restore service to the Company's facilities or an emergency caused by an Act of God. Following the period as defined as concurrent, the Company is not obligated to recall or return to their former positions affected employees who have regularly performed such work prior to contracting out. The period defined as concurrent, however, will not alter the time allowed under the recall rights as set forth in Article VIII, Paragraph 8 of this Agreement.
2. The Company agrees to provide forty (40) hours per week employment (unless interrupted by holidays) to each employee who has established seniority with the Company, provided the employee is ready and in condition to perform the work in accordance with the terms and provisions of this Agreement.
  - 2.1. Employees shall not be required to work out of doors during rainy or inclement weather unless such work is necessary to protect life or property, maintain service to the public, or perform other essential work.
  - 2.2. Electric Line Crews, Electric Underground Crews, Electric Substation Crews, Gas Construction Crews, and Forestry Crews shall not be dispatched to perform regular duties at a time when the temperature is below +10 degrees Fahrenheit, except that Substation Crews may be dispatched and assigned to indoor substation work, and Electric Underground Crews may be dispatched and assigned to certain underground vault work. The official temperature as reported

to the Company by the following source will be conclusive as to the temperature at any given time: The U.S. Weather Bureau at Lincoln, Illinois which broadcasts airport temperatures on NOAA Weather Radio. The Peoria Airport temperature as reported for crews whose headquarter locations are in the Northern Division, the Springfield Airport temperature for crews whose headquarter locations are in Lincoln and Springfield, the Champaign Airport for crews whose headquarter locations are in Tuscola. Should the temperature drop after a crew mentioned in this paragraph has been dispatched, an official report will be obtained by the Company during the noon lunch period on the day involved and if the temperature has then dropped below +10 degrees Fahrenheit the crew will then be assigned to shelter.

- 2.3. During periods when the crews outlined in 2.2 of this Article are unable to perform their regular duties, the Company may assign work outside their classification which can be performed under shelter. When performing work of such nature, the employee shall receive the rate of pay for his regular classification.
- 2.4. The Company will continue to administer the present "inclement weather practices" for employees who are assigned to meter reading, indoor substation work, trouble or complaint work, gas service route work, gas regulator work, underground vault work, meter work, and/or for all other employees in the bargaining unit regularly assigned to work singly or in pairs. Letter No. 1 found in the back of this Agreement further clarifies the assignment of employees during inclement weather.
3. It is agreed that management must make judgments and determinations within the framework of the provisions of this Article VII and employees are expected to follow such instructions as are given. If there is disagreement on such matters, employees may take the matter up through the grievance procedure, provided, however, that no grievance shall be filed or processed if the grievance is based on or involves in part, or in whole, "temperature" and at the time the employee was dispatched on the day involved, the temperature as reported to the Company in accordance with the foregoing was +10 degrees Fahrenheit or above.
4. The foregoing is not to be interpreted to mean that the Company does not have the right to lay off employees on account of the needs of its service. Notice of layoff shall be given to the Union in accordance with Article VIII, Paragraph 7(E). Employees shall notify the Company two (2) weeks prior to their leaving the Company. It is understood that in those instances where it is not possible for the employee to give the Company two (2) weeks' notice before leaving that all possible notice will be given. This paragraph shall not apply to additional miscellaneous unskilled help required from time to time.

**ARTICLE VIII**  
**SENIORITY**

1. "Seniority" as used herein is defined as the right accruing to employees through length of service with the Company after twelve (12) consecutive months of employment in the properties of the Company on work covered hereby, shall entitle them to the preferences provided for in this Agreement. All new employees shall be considered as probationary employees for the first twelve (12) months of their employment, and the Company shall have the exclusive right to transfer or discharge them at any time during this period. Employees who are continued in the employ of the Company after said probationary period shall be credited with twelve (12) months' seniority.
2. The term "classification seniority" as used herein is defined as meaning the length of employment in similar classified occupations within two geographical locations of the Company. The first geographical location will be titled, "Northern and Lincoln Storage Field." The second geographical location will be the "Southern Division."
3. The filling of vacancies or promotions shall be based on classification seniority, ability and qualifications; ability and qualifications being sufficient, classification seniority shall prevail. When an employee declines a vacancy, it shall not prevent him/her from filling a future vacancy or accepting a future promotion.
4. The seniority of a Journeyman who has reached the Journeyman classification through Apprenticeship with the Company shall begin on the date he began his Apprenticeship. A Journeyman's seniority shall include all time served as a Crew Leader or Temporary Foreman.
5. Any employee who may be transferred from one classification to another shall continue to accumulate seniority in the classification from which he was transferred for a period of six (6) months.
6. At the end of six (6) months, he shall date his seniority in his new classification from the date of transfer. He shall also retain the seniority which he had before transfer in his former classification. The seniority in his previous classification shall become inactive except as provided for in a layoff.
7. When it becomes necessary to lay off employees because of lack of work, the Company will first apply Journeyman classification seniority and then total bargaining unit seniority for non-Journeyman positions. Total bargaining unit seniority is defined as full time service only (scheduled 40 hour weeks). Seniority does not include any part-time service regardless of whether such part-time employment has been credited to employees for benefits such as vacation, pension, etc. Journeyman classifications are identified in Letter No. 2 found in the back of this Agreement. For purposes of layoff, Journeyman classification seniority shall include all time spent as an Apprentice in that respective classification. In those classifications where there are no Apprenticeship programs, time spent as a Helper in that specific line of progression will count as Journeyman classification seniority. Any employee movement as a result of

layoff must be based on qualifications being sufficient and provided employees are physically qualified. According to these guidelines, the following procedures will apply:

- A. The employee(s) with the least Journeyman classification seniority in the affected work group will be reassigned to replace employee(s) with the least seniority in the same Journeyman classification in their respective geographical location of the Company, as defined in Article VIII, Paragraph 2.
  - B. If these employee(s) do not have enough Journeyman classification seniority to achieve the preceding, but have worked in other Journeyman classifications, the employee(s) may exercise the amount of seniority acquired within each Journeyman classification to which they were previously assigned to replace employees with the least Journeyman classification seniority in that respective classification and geographical location.
  - C. After following Steps A and B, any employee that cannot exercise Journeyman classification seniority, will then use his total bargaining unit seniority to replace the least senior non-Journeyman employee in the bargaining unit in their respective geographical location.
  - D. Any employee that does not have enough seniority to be reassigned according to the above procedures will be laid off.
  - E. The Company shall give the Union two (2) weeks' notice prior to laying off employees and all employee movements relative to this layoff will be completed in this two (2) week period.
- 7.1. When an employee is laid off under the terms of the Labor Agreement and is reassigned to another work group, they will be placed on the work group seniority list by using their classification seniority as accrued under the seniority provision of this Agreement.
- 7.2. The company agrees that for the term of this agreement only there will be no layoffs of any full-time employee who is actively working in the bargaining unit on the date of ratification of this Agreement, absent circumstances that are neither not envisioned by the parties at the time of entering into this agreement and/or beyond the control of the Company.
- This should not be interpreted to mean the Company is giving up its management rights in determining work and staffing or that everyone is frozen in their current position. Simply stated, if positions are eliminated, no one employed as of the date of the Agreement will be forced out of the Company but may be required to exercise their bumping rights. This provision of the contract will expire on June 30, 2017.
8. Employees or former employees if available, qualifications being sufficient and provided they are physically qualified to return to work, shall be eligible for recall

in accordance with the seniority provisions, if because of lack of work they were demoted or transferred within the classification or laid off during the immediately preceding two (2) year period.

9. Employees of the Company who may be called upon to transact business of the Union which requires their absence from duty with the Company shall upon application of twenty-four (24) hours' notice and with permission from their Supervisor be allowed to absent themselves without pay for sufficient time to transact such business.
10. It is further agreed that any employee of the Company who may be elected or appointed to office in the Union that will require him to absent himself from duty to the Company shall at the expiration of term of office be reinstated to his former position providing that he is then physically qualified to return to work. In reinstating such employee, all seniority accrued by the employee prior to the leave of absence, as well as, all leave of absence time will be credited to the employee and will be considered as continuous for IBEW seniority purposes. Such leave of absence time, however, will not be counted for benefit purposes such as vacation eligibility, pension, service awards, etc. It is agreed that in case of the return of such an employee, other bargaining unit employees will consent to such demotions as are necessary to make room for him.
11. Employees who serve on jury duty or subpoenaed to appear in court as a witness will provide the Company with a statement from the Clerk of the Court showing dates served, dates released and the total amount received. (It will be the supervisor's responsibility to monitor the employees time spent on jury duty or as a witness.) If the total per diem payments on the statement provided by the Clerk of the Court exceeds \$100.00, the supervisor will inform the employee that the amount in excess of \$100.00 will be deducted from the employee's paycheck. In order to qualify, an employee engaged in such jury duty or witness service, shall be expected to report to regular duty, if possible, while temporarily excused from such jury duty.
  - 11.1. If an employee described in Paragraph 11 hereof is a shift worker, and is working night or afternoon shift work when called to jury duty or subpoenaed to appear in court as a witness, he will be rescheduled to the day shift provided that he must give the Company at least forty-eight (48) hours' notice that he has been so called to jury duty or so subpoenaed. His replacement will be made through voluntary methods or the least senior employee will be assigned.
12. In case of death in a regular employee's immediate family, the employee shall, upon request, be granted a leave of absence with no loss of pay for time off during regularly scheduled work hours up to a maximum of three (3) workdays, ending with the day of the funeral; except in those cases where the employee must travel, transact business or legal matters in connection with the deceased relative's funeral, he may schedule himself to be off the day after the funeral as the third day. The employee's immediate family is understood to include the following: father, mother, sister, brother, spouse (including established civil unions), son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepmother, stepfather, stepson, stepdaughter, and only such other relatives of

the employee or spouse who were resident members of the employee's household at the time of death. In case of death of a grandparent, grandchild, brother-in-law, sister-in-law, stepbrother or stepsister of the employee or the spouse, the employee shall, upon request, be granted a leave of absence with no loss of pay for the day of the funeral. When an employee is requested by the family to serve as a pallbearer (does not include honorary pallbearers) for a deceased employee or a retired employee, he shall upon request be granted a leave of absence with no loss of pay for time off during regularly scheduled work hours up to a maximum of eight (8) hours of straight time pay.

- 12.1. In order for an employee to obtain any time off from work under the provisions of Paragraph 12 of this Article VIII, the employee must actually attend the funeral of the deceased individual, provided, however, that if after the employee has expressed to the Company his intent to attend the funeral and the employee has planned to attend the funeral and circumstances beyond the control of the employee thereafter prevented his attendance at the funeral, then funeral leave and pay will be permitted as provide for in Paragraph 12 of the Article.
13. A maximum of sixty (60) days leave of absence may be granted to employees for reasons other than illness and recuperation therefrom with the written approval of the Director provided that they can be spared from duty. Such leave of absence may be extended to six (6) months with the written approval of management, and while on such leave of absence, employees shall not be deemed to have forfeited their seniority rights. In case of absence of over sixty (60) days employees shall be permitted to return to work only if they are physically qualified to do so. If employees remain away for more than the granted term of leave of absence or if they accept employment elsewhere without the sanction of the Company, their employment with the Company shall be deemed to have terminated. Where leaves of absence are granted, the Union shall be notified by letter.
14. Any employee of the Company covered by this Agreement who is injured while on duty shall be entitled upon recovery to his former position with full seniority rights provided he is physically qualified to return to work. It is understood that in case of the return of such an employee, other bargaining unit employees will consent to such demotions as are necessary to make room for him.
15. All time off duty due to leave of absence in any calendar year shall be deducted in determining seniority and years of service.
16. Seniority shall be deemed to have been broken for the following reasons:
  - a) If the employee quits.
  - b) If the employee is discharged.
  - c) If the employee who has been laid off fails to return to work within fifteen (15) days after being properly notified to report to work.

- d) If he is laid off for twenty-four (24) consecutive months. However, if his seniority exceeds twenty-four (24) months, he shall not lose his seniority unless he is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff, but not in excess of three (3) years.
- e) If the employee leaves the bargaining unit.

17. When a vacancy in any job classification covered by this Agreement is not filled by transferring employees from an area which had a reduced workload, or filled through regular lines of promotion, or filled by employees with a physical disability, the Company shall post a notice on the bulletin board for a period of three (3) working days in the Northern/Lincoln Storage Field Division and the Southern Division. Employees within the Division where the vacancy exists will be given first priority in consideration and employees in the other Division will be given second consideration. (Consideration means interviewing the employee.) The posting shall announce the position open and to whom employees shall make written application.

Providing ability and qualifications are sufficient, classification seniority shall prevail when employees transfer within their classification. In the event the vacancy is not filled by an employee with seniority in the classification, overall Company IBEW seniority, except for vacancies in the Gas Operations Group, in the Division where the vacancy exists, ability and qualifications being sufficient, shall prevail in filling such vacancy. Seniority will not be a factor when filling vacancies in classifications within the Relay Group, the Electronic Technician and Instrument Technician within the Electric Meter Group and the Gas Control Technician in the Gas System Group.

Gas Operations vacancies shall be filled by employees currently holding Journeyman classifications within the Gas Operations Work Groups covered by this agreement. Employees currently working in a Gas Operational Group in which job vacancies are under consideration shall have preference for such job vacancies; ability and qualifications being sufficient, Division seniority, shall prevail.

The successful bidder shall earn the lesser wage rate for the job he holds or the job he has been awarded, with the exception of being awarded a Crew Leader position. This wage rate shall remain fixed until such time the bidder successfully completes all training and testing, as provided by the Company, necessary to show he has acquired the required knowledge, skills and abilities to perform the job.

A change in shift assignment or in work hours does not constitute a job vacancy for posting and bidding purposes as provided for above.

- 17.1. Employees in the bargaining unit will be allowed to bid job vacancies after they have been in the bargaining unit for six (6) calendar months.
- 17.2. The Company will have the sole right to establish job qualifications after discussions with the Union. The Company will consider the ability and

qualifications of individuals who bid the jobs insofar as the needs of the service will permit. The Company will post the qualification with the job vacancy. Recognizing the qualifications of those who bid and the job requirements for the job, the Company will fill the job.

Prior to being awarded a job in the Gas Department, an employee who has not previously held a Gas Journeyman classification must successfully pass the Gas Evaluation (Gas EVs) administered by the Company. A Gas Journeyman selected by the Union will be present when the Gas EV test is given to the employee.

- 17.3. Qualifications may change from time to time depending upon availability of qualified people, changes in job content, etc. Outside applicants will be required to meet at least the same qualifications.
- 17.4. Employees assigned to Apprenticeship classifications will not be allowed to bid out of their classification until they reach the Journeyman classification.
- 17.5. Employees who are selected for posted vacancies will be on probation for a period of six (6) months (bidders into the Gas Regulation department will have a nine (9) months probationary period) and if the Company determines they are not qualified after a thirty (30) day trial period, the Company will have the exclusive right to move such employees back to their former position without further loss of seniority. It will also be permitted that twice in a career, employees may return to their former position at their request during the first 90 calendar days of their initial assignment. If the Company has already filled this position then the replacement employee would be returned to his/her former position, etc. The layoff procedures as outlined in Article VIII, Paragraph 7, will not be used and it will be at the Company's sole discretion as how to handle the last employee in the move back.
- 17.6. Employees who are selected to fill multiple vacancies within a work group shall be transferred either in fact or on paper in order of total bargaining unit service.
- 17.7. When an employee voluntarily bids or transfers from one Division to another they will be placed at the bottom of the classification seniority list for purpose of promotions.
- 17.8. New hires and employees who transfer to a different legacy Company will be required to live within 25 miles of the Operating Center.

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

## **ARTICLE IX GENERAL**

1. The Company shall furnish all rubber hats, coats, boots, gloves, and all other necessary rubber equipment for use in working on live equipment, and shall

furnish flashlight and batteries for the protection of employees required to work outside during severe or rainy weather, and it is a rule of both parties that safety equipment be used. All tools for repairing gas meters shall be furnished by the Company. The Company will furnish all new Meter Readers with ½ the cost of three navy collared winter shirts and ½ the cost of three pairs of navy pants in addition to providing rubber boots, one nylon wind breaker, one summer weight and one winter weight navy ball cap, 5 short sleeve t-shirts, and one snowmobile suit or winter parka. The Company will replace the rubber boots, wind breaker, ball caps, short sleeve t-shirts and snowmobile suit or winter parka on an as needed basis for all Meter readers. The Company will expect the uniforms to be worn on the job at all times and that they will be clean and in good condition.

An annual tool allowance of \$300 will be provided to Garage Mechanics, and will be paid in June of each year.

2. It is further understood and agreed that rubber gloves being furnished by the Company to each employee required to use them must be sterilized and tested before being given to employee, and said gloves must be tested at regular intervals thereafter for safety.
3. All trucks used in transporting crews shall be equipped with suitable covering so as to shelter employees, during rainy or severe weather, insofar as possible.
4. Any established past practices now existing, that are not specifically mentioned or changed herein, shall continue in effect and may only be changed by the mutual agreement of the parties. It is agreed that neither any past practice nor the provisions of Article 9 Section 4 will be applicable to any work assignment described below (5b) and or crew sizing issues.
  - 4.1. This written agreement between the Company and Union replaces and supersedes all previous verbal understandings and practices which arose or occurred during the AES ownership of CILCO. The parties will not be bound by any such prior understandings or practices unless expressly set forth herein or in writing. Further, no amendment to this agreement shall be effective for any purpose whatsoever unless reduced to writing and signed by the Company and the Union.
5. The right to employ, promote, discipline, and discharge employees, and the management of the properties are reserved by and shall be vested exclusively in the Company. It is agreed, however, that promotions shall be based on classification seniority, ability and qualifications. Ability and qualifications being sufficient, classification seniority shall prevail. The Company shall have the right to determine how many employees it will employ or retain, together with the right to exercise full control and discipline in the interest of the proper service and conduct of its business. The right to promote, discipline, and discharge an employee is subject to the provisions of this Agreement.
  - 5.1 In addition to work currently being performed by individuals outside their classification, the Company may assign qualified employees to perform work of another classification consistent with the applicable side letter to this Agreement

dated October 2, 2007. Employees qualified as journeyman in more than one classification will not be expected to routinely perform work normally performed in their previous journeyman classification. In emergency situations the Company may assign employees to perform any work activity that the employees are qualified to perform.

- 5.2 Consistent with the provisions of Article 9 Section 4 of the parties' collective bargaining agreement, this Agreement is a mutual attempt to provide a transition period that will enable the parties to adapt AmerenCILCO work practices to work practices utilized in the other Ameren Illinois Energy Delivery operations that allow work to be performed both safely and efficiently. It is with this goal in mind that the parties enter this transitional Agreement.

The parties recognize that the Company has the inherent right to assign work as it deems fit, consistent with safety, efficiency, and consistent with explicit contractual restrictions, and also recognize that, due to the varying conditions (weather, geography, condition of equipment, etc.) which may exist at a worksite at any given time, adjustments in the number of employees assigned by the Company to perform a task may be required after evaluation of the actual conditions existing at the worksite. Consistent with the procedures outlined below, after viewing and analyzing actual conditions, if the employee in charge at the worksite determines that additional help is required to perform the job safely, he shall request the necessary help which will then be provided. Additional help shall be requested for and shall remain at the worksite only for the period that it is actually required. In making his determination whether additional help is required, the employee in charge shall be responsible to assure that the job is performed safely by the fewest possible employees necessary. The parties recognize and agree that any practice which may exist of having a man as an extra set of eyes is not to be a basis for requesting additional help.

For the first 180 days after execution of this transition agreement, the Company reserves the right to discuss requests for additional help in situations where the need for additional help may be questionable, but will honor the request if there is still disagreement after discussion. During this 180 day period, the Union and the Company shall periodically meet to review and resolve requests that resulted in disagreement. Consistent with the resolution of these disagreements, the Company will continue to grant all requests for additional help. These requirements are intended to avoid potential abuses of unquestioned requests for additional help, but the Company and Union maintain the sincere desire that employees in charge will act in a reasonable and responsible manner by only requesting additional help when conditions at a work site dictate the need.

After the first 180 days following execution of this agreement, if the joint goal of safety and efficiency in crew sizing is not being attained at that time or any subsequent time, the Union has assured the Company that it will affirmatively assist the Company's efforts to improve efficiency and to assign the fewest number of employees necessary to perform work consistent with safety. The Union agrees that it will use its best efforts to assist in education and training of employees in efficient work methods and to enlist the full cooperation of its members in assuring the work will be performed using the fewest number of

employees consistent with safety. At the request of the Company, the Union's efforts in this regard shall be continuing for so long as this Agreement remains in effect.

6. Paydays shall be every two (2) weeks (on Friday) 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 a payday falls on a holiday, payday shall be on the preceding day except that when payday falls on the Friday after Thanksgiving holiday, the employee's pay will be deposited on Friday.

For the pay periods which include Thanksgiving Day and the day after, Christmas holidays, and New Year's holidays, any unscheduled overtime worked after the last scheduled day before these holidays shall be paid in the following pay period, providing the above mentioned holidays fall in the second week of the pay period.

7. When employees are called back to work after having been released from their regular day's work and have left the premises, they shall receive overtime pay. The minimum call-out shall be three (3) hours at the established overtime rate, except when the call continues beyond the regular starting time of the employee's next work day. Work beyond the regular starting time of the next regular day shall be paid at straight time and the employee shall not be required to return home.
  - 7.1. 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.
  - 7.2. When employees are called out for work they will be allowed one-half (1/2) hour travel time for reporting to work, and allowed one-half (1/2) hour travel time when released from work. When employees are called to prearranged scheduled work other than on their regularly scheduled workday, their time will start when they report to work, providing that such employees are notified prior to 8:00 P.M. the previous day.
  - 7.3. If an employee is called back more than once between two (2) consecutive scheduled workdays, his pay for such intermittent work, shall not be less than three (3) hours at the applicable overtime rate or more than he would have received during any established eight (8) hour work period, had he worked continuously for such period.
  - 7.4. 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.

8. Any employee who is called out for work before his regular scheduled work time, and who then continues with his regular hours of work, will, when work permits, be furnished a meal or meal allowance.
  - 8.1. When it is necessary that employees continue work after the regular quitting time, they will be furnished a meal two (2) hours after quitting time, except employees quitting at 4:30 P.M. shall be furnished a meal one and one-half (1-1/2) hours after quitting time, and at intervals of not more than six (6) hours thereafter while they continue to work. Employees who work up to but not through a designated meal time will be furnished a meal allowance at the appropriate rate.
  - 8.2. When an employee is called out for work, the regular meal times shall be considered to be 6:00 A.M., 12:00 Noon, 6:00 P.M., and 12:00 Midnight. Provided the employee has worked three (3) continuous hours and a designated meal time occurs during this continuous period, the employee shall be entitled to a meal and the Company shall furnish a meal as close to the regular meal time as the work situation permits.
  - 8.3. Any meal to which an employee may be entitled under these provisions if not taken before such employee is released from duty, such employee shall be paid an amount equal to thirty (30) minutes time at the appropriate rate and may accept the amounts set forth in 8.4 as applicable in lieu of such meal, or eat the meal at Company expense and allowed thirty (30) minutes time.
  - 8.4. Allowances for the cost of any meal to which an employee is entitled under this Article shall be \$12.00, except that the 6:00 p.m. meal allowance shall be \$22.00. The 6:00 pm meal shall be considered the meal 2 hours after the normal quitting time for all shifts.

If an employee does not eat a meal to which he is entitled, the employee will be reimbursed at the aforementioned amount(s) and the amount(s) will be taxed as currently done. If the employee chooses to eat the meal, the employee will submit meal receipt(s) with their daily timesheets and will be reimbursed for the cost of the meal(s) up to and including the aforementioned amounts on the employee's statement of earnings. Currently, meals eaten and for which a receipt is submitted are not taxed. However, should the IRS rules on meals change in the future the Company will follow the amended IRS rules.

If an employee is entitled to a paid meal period he will be granted thirty (30) minutes of paid time to eat such meal. The thirty (30) minutes does not include a reasonable amount of travel time.

When employees are working outside the AmerenCILCO service territory the above dollar limitations on meals will not apply. In such instances, the employee will be allowed a reasonable amount for a meal.

- 8.5. The above provisions do not apply to prearranged overtime.

When employees are scheduled to report to work on a prearranged overtime basis prior to 5:29 A.M., they will be provided a meal with time off to eat the meal when the work situation as determined by management allows and they are entitled to a meal allowance. Employees reporting to work on a prearranged basis at 5:30 A.M. or after will not be provided a meal period or an allowance for a meal.

Except as provided for in the preceding paragraph when an employee is scheduled to report to work on a prearranged overtime basis at least two (2) hours prior to the first regular meal time as defined in Article IX, Paragraph 8.2, and works through the first regular meal time and continues into his/her regular scheduled day, the employee shall be entitled to a meal allowance and allowed a meal period as close to the regular meal time as the work situation permits.

- 8.6. When an employee is called out for work and continues into his/her regular scheduled day, time for the paid lunch period shall be counted toward meeting the thirteen (13) continuous hours' provision in the above paragraph. It is understood that this provision does not change the intent of the provisions of Article V, Paragraph 3 with respect to lunch periods.
- 8.7. 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.

9. When crews travel out of headquarters and are to be away overnight, their expenses shall be paid by the Company.
10. Employees reporting for work and not being assigned shall be paid two (2) hours' time for so reporting.
11. Crew Leaders in all work groups of the Company in charge of a Crew of Four (4) or Less Men shall be required to perform a regular Journeyman's duties unless it would interfere with his properly looking after his responsibility as a Crew Leader, and the safety of the men in his charge. A Crew Leader in charge of a Crew of Five (5) or More Men shall not be required to perform a regular Journeyman's duties.
  - 11.1. A Crew Leader in the Garage will perform the duties of a Journeyman Mechanic regardless of the number of men in his charge.
  - 11.2. When an employee is temporarily upgraded to the classification of Crew Leader, compensation for paid absence time for which he is eligible under the provisions of this Agreement shall be based on the Crew Leader's rate of pay provided, however, that the individual must have served as a Crew Leader a majority of his regularly scheduled workdays during the preceding ninety (90) calendar day period and provided further that the individual must have served as a Crew Leader within the two (2) calendar week period prior to the said absence.
  - 11.3. When a Temporary Crew Leader position has been filled for twelve (12) consecutive calendar months on a full-time basis, the Company will review the situation and if it appears the condition will continue, it will appoint a full-time Crew Leader. This provision does not include Temporary Crew Leader assignments to replace employees who are disabled.

- 11.4. When permanent vacancies to the position of Crew Leader are filled, employees within the Division where the vacancy exists will be selected to fill the vacancy in accordance with Article VIII, Paragraphs 3 and 17. Such employees will be considered on probation for ninety (90) days, and if, for some reason, they cannot fulfill the requirements of the job they will be returned to their former classification and retain all the seniority accrued before the promotion, including time spent in the Crew Leader's classification, up to ninety (90) days. Employees who are not retained in the Crew Leader classification will be eligible to be considered for a Crew Leader vacancy after three (3) years.
- 11.5. When promotions are made to the classification of Foreman, management shall have the sole right to determine such promotion without regard to classification seniority as outlined in Article IX, Paragraph 5, provided the employee has held the classification of Journeyman or Crew Leader, as the case may be, for at least one (1) year and has been on the Company payroll for at least five (5) years.
12. It is understood by the parties hereto that management people, who are not a part of the bargaining unit, shall not act in other than a supervisory capacity, except in emergencies. This is not intended to prevent such management person from protecting life or property, giving occasional or emergency assistance or performing work for the purpose of instruction. However, the primary function of a supervisor is supervision, and he is not to perform work which will eliminate an employee or interfere with supervision.
13. It is agreed that Journeymen in all work groups of the Company may be assigned truck driving duties.
14. It is agreed that the work of erecting and repairing distribution substations, and the installation and repair of equipment in transformer vaults shall be performed by workers of the proper classification. It is further agreed that the electrical work in new indoor substations, major changes or additions to existing indoor substations which increase the capacity of such stations, shall be performed by members of the IBEW having jurisdiction over such classification of work. Work now done by the members of the Union shall continue under the jurisdiction of the Union.
15. Gas construction employees may be temporarily assigned to do gas service work. Assignments will be made on a voluntary basis according to seniority, and if there is no volunteer the man with the least seniority will be assigned. Employees will be given forty-eight (48) hours' notice with a minimum assignment of five (5) working days and a maximum assignment of thirty (30) working days. Gas construction crews may be assigned to install meter bar, bracket, regulator, and meter (complete meter set on outside meter installation), in conjunction with gas service installation.
- 15.1. In addition to regularly assigned duties, Journeyman Gas Servicemen will be expected to perform facility locates as per Agreement, single phase cutoffs and reconnects at the meter only, turn on/off read only and succession reads, reset customer breakers and replace their fuses (employee not expected to troubleshoot beyond this point) and respond to fires/emergencies. Journeyman

Linemen/Troublemens performing trouble, complaint and service work will be expected to respond to gas leaks (make safe), no gas/low pressure complaints and take corrective action which may include exchanging a domestic meter and/or relighting appliances, perform facility locates as per agreement, CO checks (emergency only), turn on/off read only and succession reads, squeeze off damaged gas service (make safe) and respond to fires/emergencies.

The Company will provide all employees performing combination gas and electric duties a minimum of 40 hours of formal technical gas and/or electric training and 40 hours of field training and refresher training thereafter of 16 hours annually. Field training for gas related work will be provided by qualified Gas Journeymen and field training for electric related work will be provided by qualified Electric Journeymen.

No employee performing combination work will be required to perform tasks outside the scope of the duties for which he/she has been trained.

- 15.2. It is agreed the duties and responsibilities of the Maintenance and/or Cut Off classification may include meter reads as they relate to non-pays, rereads, turn-on/turnoffs, succession orders; gas and/or electric locates; locking and/or unlocking of gas and/or electric meters; re-lighting of gas appliances; cutting and/or reconnecting of single phase weatherheads as such work is able to be performed with an extension ladder; and unskilled help assignments as assigned by management. It is understood that a maximum of six (6) employees in each Division may be assigned to the Maintenance/Cut Off classification. It is recognized that the above duties are not exclusive to the Maintenance and/or Cut Off classification. Employees assigned to this classification will be given the appropriate training.
16. With respect to meter reads, it is agreed that the Company may, at its option, implement a bonus plan where there are city routes.
17. Journeyman Company-wide may be assigned gas and/or electric locating duties at their regular rate of pay.
18. No temporary upgrades will be made to the gas Storage Field Operator classification for any crew members temporarily assigned to the Gas Storage Field. Individual employees assigned there will be temporarily upgraded beginning on the eleventh consecutive work day of such assignment.
19. On a Company-wide basis, gas construction and service personnel will remove meters on service retirements for residential and small commercial meters (400 CFH).
20. Employees who are assigned to one-person vehicles may be assigned by management to work from an alternative reporting location which may be their home, job site or other designated location as determined by the Company. Categories of alternative site reporting are identified in Letter No. 5 found in the back of this Agreement.

21. Beginning January 1, 1998, Gas Construction Journeymen in each Division may be assigned responsibilities to perform re-light functions when working on crew assignments. Additionally, any two (2) qualified Gas Construction Journeymen can make repairs when a ½" or 1" plastic service is in need of repair. These assignments will be in addition to the employee's regular duties.
22. When Gas Construction Journeymen are performing contractor inspection duties, they shall be paid the Crew Leader hourly rate.
23. Any employee may be assigned meter reading duties including re-reads and succession orders.
24. Telecommunication Technicians may be assigned an alternate location – normally their home unless otherwise mutually agreed – as the location where they start and end their workday. Generally, they will leave from home to their first job in the morning, only visiting an operating center on an as-needed basis.

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

25. Distribution Automation Techs will cross existing boundaries on a regular basis to cover their assigned territory.
26. 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 X**

1. Due to the use of improved machinery and mechanical equipment in the evolution of the utility industry, and the vast amount of work now being done by power driven tools and equipment, both parties to this Agreement hereby agree that all such tools and equipment used in the work done by employees in this bargaining unit, shall be operated by employees in this bargaining unit.
2. Employees of the Company, members of the Union, agree that they will perform loyal and efficient work and services; that they will use their influence and best endeavors to protect the property of the Company and its interest; that they will cooperate with the Company in promoting and advancing the welfare and prosperity of same at all times.
3. Should differences arise between the Company and any of its employees represented by the Union as to the meaning or application of any of the Articles

in this Agreement, or if an employee believes he has been treated unjustly, the grievance shall be handled in the following manner:

- 3.1. The aggrieved employee and/or the Steward shall attempt to adjust the grievance when first known with the immediate Supervisor who shall have the authority to settle the matter. The immediate Supervisor will notify the employee of his/her decision within seventy-two (72) hours excepting Saturdays, Sundays and holidays following the day when the complaint is made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.
- 3.2. If no agreement is reached between the employee or Steward and the immediate Supervisor, the aggrieved employee and/or the Steward shall note the Supervisor's name and date verbally discussed on the IBEW Standard Grievance Form. The complaint shall then be written on this same form and submitted within three (3) working days, excepting Saturdays, Sundays, and holidays, to the immediate Supervisor of the affected employee. The aggrieved employee must sign the grievance before it is submitted. Either party may call a meeting to clarify its position and if witnesses are to be used, they shall be limited to three (3) for each party. A written answer must be given to the aggrieved party within seventy-two (72) hours.
- 3.3. Should the above step fail to settle the matter, the grievance will then be submitted within three (3) working days, excepting Saturday, Sunday, and holidays to the Manager and the General Steward/Union Representative in charge of the area for consideration. Either party may call a meeting to address the grievance or to clarify its position. If needed, a reasonable number of witnesses shall be in attendance at this meeting to resolve the dispute. A written answer will be given the aggrieved party within ten (10) days following the meeting day unless mutually agreed otherwise. Upon failure to agree, either party may notify the other party of their intent to arbitrate.
- 3.4. In the case of a failure to agree under Section 3.3 and upon the request of one party to submit the matter to arbitration, the Manager of Industrial Relations and the Business Manager of Local Union 51, or their designees, 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 Company and the Union agree that the decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall have no power to change, or detract from, or add to, the provisions of this Labor Agreement.
4. The expense of the arbitrator shall be borne equally by both parties.

<b>Job Code</b>	<b>Job Title</b>	<b>7/1/12 (2.5%)</b>	<b>7/1/13 (2.5%)</b>	<b>7/1/14 (2.5%)</b>	<b>7/1/15 (2.5%)</b>	<b>7/1/16 (2.5%)</b>
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**UNDERGROUND GROUP**

BW1632	Crew Leader Underground	41.01	42.04	43.09	44.17	45.27
BW1633	Temporary Cable Foreman	41.01	42.04	43.09	44.17	45.27
BW1012	Cable Splicer	38.07	39.02	40.00	41.00	42.03
BW1022	Appr. Cable Splicer 4 Yr. (90%)	34.26	35.12	36.00	36.90	37.83
BW1032	Apprentice Cable Splicer 3Yr (85%)	32.36	33.17	34.00	34.85	35.73
BW1042	Appr. Cable Splicer 2 Yr. (80%)	30.46	31.22	32.00	32.80	33.62
BW1052	Apprentice Cable Splicer 1stYr (76%)	28.93	29.66	30.40	31.16	31.94
BW1062	Cable Splicer's Helper	27.31	27.99	28.69	29.41	30.15
BW1072	Comb Truck Drvr/Cable Spl Help	29.40	30.14	30.89	31.66	32.45

**ELECTRIC TRANSMISSION/DISTRIBUTION GROUP**

BW1203	Temporary Line Foreman	42.06	43.09	44.14	45.22	46.32
BW1202	Crew Leader Line	41.01	42.04	43.09	44.17	45.27
BW1210	Lineman Handling Orders	39.13	40.11	41.11	42.14	43.19
BW1212	Jrnyman Line/Troubleman	38.07	39.02	40.00	41.00	42.03
BW1222	Apprentice Lineman 4Yr (92.5%)	35.21	36.09	37.00	37.93	38.88
BW1232	Appr. Lineman 3 Yr. (87.5%)	33.31	34.14	35.00	35.88	36.78
BW1242	Appr. Lineman 2 Yr. 82.5%)	31.41	32.19	33.00	33.83	34.67
BW1252	Apprentice Lineman 1st Yr (77.5%)	29.50	30.24	31.00	31.78	32.57
	Pole Hole Digger, Drive & Mechanic	31.37	32.15	32.95	33.77	34.61
	Tool Repairman & Reclaim Man	29.98	30.73	31.50	32.29	33.10
	Combination Truck Driver & Groundman Heavy Duty Trucks Other	29.40	30.14	30.89	31.66	32.45
	Other	26.46	27.12	27.80	28.50	29.21
	Groundman or Patrolman	26.46	27.12	27.80	28.50	29.21

**ELECTRIC TRANSMISSION.DISTRIBUTION GROUP (Cont.)**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/3/16</b>
BW1652	Complaint Man	30.64	31.41	32.20	33.01	33.84
	Maintenance Man	25.86	26.51	27.17	27.85	28.55
	Maintenance Man Helper	24.65	25.27	25.90	26.55	27.21
	Unskilled Help: First 6 Months	23.23	23.81	24.41	25.02	25.65
	Unskilled Help: Thereafter	23.70	24.29	24.90	25.52	26.16
BW2454	Maint/Cut Off Person	27.98	28.68	29.40	30.14	30.89

**FORESTRY GROUP**

	Temporary Tree Foreman	37.96	38.91	39.88	40.88	41.90
	Tree Crew Leader	37.96	38.91	39.88	40.88	41.90
	Tree Trimmer	33.58	34.42	35.28	36.16	37.06
	Apprentice Second Year	29.22	29.95	30.70	31.47	32.26
	Apprentice First Year	26.88	27.55	28.24	28.95	29.67
	Combination Truck Driver & Tree Trimmer Helper Heavy Duty Trucks	29.40	30.14	30.89	31.66	32.45
	Other	26.46	27.12	27.80	28.50	29.21

**SUBSTATION MAINTENANCE & CONSTRUCTION**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/3/16</b>
BW1552	Crew Leader Substation	40.02	41.02	42.05	43.10	44.18
BW1553	Temporary Foreman-SubMtce&Cnst	41.07	42.07	43.10	44.15	45.23
BW1562	Electrician	37.96	38.91	39.88	40.88	41.90
BW1564	Electrician Handling Orders	38.66	39.63	40.62	41.64	42.68
BW1572	Appr. Elect 4th Step (92.5%)	35.11	35.99	36.89	37.81	38.76
BW1582	Appr. Elect 3rd Step (87.5%)	33.22	34.05	34.90	35.77	36.66
BW1592	Appr. Elect 2nd Step (82.5%)	31.32	32.10	32.90	33.73	34.57
BW1602	Apprentice Electrician 1st Step (77.5%)	29.42	30.16	30.91	31.68	32.47
	Substation Repairman	33.09	33.92	34.77	35.64	36.53
	Electrician Groundman	27.06	27.74	28.43	29.14	29.87
	Combination Truck Driver & Electrician Groundman (Heavy Duty)	29.42	30.16	30.91	31.68	32.47
	Unskilled Help First 6 months	23.24	23.82	24.42	25.03	25.66
	Unskilled Help Thereafter	23.70	24.29	24.90	25.52	26.16

**RELAY GROUP**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW1772	Sr Relay Technician	41.76	42.80	43.87	44.97	46.09
BW1773	Substation Relay Tech Crew Ldr	43.83	44.93	46.05	47.20	48.38
BW1749	Substation Relay Technician	41.76	42.80	43.87	44.97	46.09
BW1748	Substation Relay Tech 4th 9mos (98.7%)	41.22	42.24	43.30	44.39	45.49
BW1747	Substation Relay Tech 3rd 9mos (97.3%)	40.63	41.64	42.69	43.76	44.85
BW1746	Substation Relay Tech 2nd 9mos (95.7%)	39.96	40.96	41.98	43.04	44.11
BW1745	Substation Relay Tech 1st 9mos (94.10%)	39.30	40.27	41.28	42.32	43.37
BW1943	Dist. Automation Tech	41.76	42.80	43.87	44.97	46.09
BW1947	Dist Automation Tech 4th 9 Months (98.7%)	41.22	42.24	43.30	44.39	45.49
BW1946	Dist Automation Tech 3rd 9 Months (97.3%)	40.63	41.64	42.69	43.76	44.85
BW1945	Dist Automation Tech 2nd 9 Months (95.7%)	39.96	40.96	41.98	43.04	44.11
BW1944	Dist Automation Tech 1st 9 Months (94.10%)	39.30	40.27	41.28	42.32	43.37
BW3940	Telecom Technician Outly	41.76	42.80	43.87	44.97	46.09
BW3930	Telecommunications Technician	41.56	42.60	43.67	44.76	45.88
BW3934	Telecom Technician 4th 6 Mos	40.73	41.75	42.79	43.86	44.96
BW3933	Telecom Technician 3rd 6 Mos	39.93	40.93	41.95	43.00	44.08
BW3932	Telecom Technician 2nd 6 Mos	39.13	40.11	41.11	42.14	43.19
BW3931	Telecom Technician 1st 6 Mos	38.31	39.27	40.25	41.26	42.29

**ELECTRIC METERING GROUP**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW1873	Crew Leader - Electric Meter	38.56	39.52	40.51	41.52	42.56
BW1863	Temporary Foreman-Electric Mtr	39.01	39.99	40.99	42.01	43.06
BW1862	Electronic Technician	38.66	39.63	40.62	41.64	42.68
BW2653	Instrument Tech	36.74	37.66	38.60	39.57	40.56
BW1802	Journeyman Meterman	36.73	37.65	38.59	39.55	40.54
BW1812	Apprentice Meterman 4th 9 Mos (94%)	34.53	35.39	36.27	37.18	38.11
BW1822	Apprentice Meterman 3rd 9 Mos (92%)	33.79	34.64	35.50	36.39	37.30
BW1832	Apprentice Meterman 2nd 9 Mos (89%)	32.69	33.51	34.35	35.20	36.08
BW1842	Apprentice Meterman 1st 9 Mos (86%)	31.59	32.38	33.19	34.01	34.86
BW1111	Shop Tester	31.45	32.24	33.05	33.88	34.73

**METER READING GROUP**

BW1913	Meter Reader Rural	28.22	28.93	29.65	30.39	31.15
BW1913	Meter Reader Rural (95%)	26.81	27.48	28.17	28.87	29.59
BW1913	Meter Reader Rural (90%)	25.40	26.04	26.69	27.35	28.04
BW1913	Meter Reader Rural (85%)	23.99	24.59	25.20	25.83	26.48
BW1913	Meter Reader Rural (80%)	22.58	23.14	23.72	24.31	24.92

**GAS CONSTRUCTION GROUP**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW2024	Temporary Foreman - Gas Constr	36.67	37.59	38.53	39.49	40.48
BW2023	Crew Leader Gas	36.67	37.59	38.53	39.49	40.48
BW2025	Crew Leader Gas (Troubleman)	37.25	38.18	39.13	40.11	41.11
BW2026	Gas Crew Leader/Trblmn Welder	38.10	39.05	40.03	41.03	42.06
BW2027	Gas Crew Leader Welder	37.52	38.46	39.42	40.41	41.42
BW2028	Gas Crew Leader Welder - 125W	37.52	38.46	39.42	40.41	41.42
BW2029	Gas Crew Ldr/Trblmn Wldr - 125WC	38.10	39.05	40.03	41.03	42.06
BW2085	Jrym FitrWelder(Trblmn/Certif)	34.44	35.30	36.18	37.08	38.01
BW2087	Jrym Ftr Wldr Crt (Cnst) - 125 WC	33.86	34.71	35.58	36.47	37.38
BW2088	Jrym FtrWldr (Trblmn/Crt) - 125 WC	34.44	35.30	36.18	37.08	38.01
BW2193	Gas Troubleman Journeyman	33.59	34.43	35.29	36.17	37.07
BW2203	Journeyman Fitter	33.01	33.84	34.69	35.56	36.45
	Gas Troubleman Appr 4th Step (95%)	31.91	32.71	33.53	34.36	35.22
BW2183	Gas Troubleman Appr 3rd Step (92.5%)	31.07	31.85	32.64	33.46	34.29
BW2182	Gas Troubleman Appr 2nd Step (89%)	29.90	30.64	31.41	32.19	32.99
BW2181	Gas Troubleman Appr 1st Step (86.5%)	29.06	29.78	30.53	31.29	32.07
	Combination Truck Driver & Gelper	29.40	30.14	30.89	31.66	32.45
BW1803	Helper 1st 12 Months	26.16	26.81	27.48	28.17	28.87
	Helper Thereafter	27.31	27.99	28.69	29.41	30.15
	Unskilled Help First 6 months	23.24	23.82	24.42	25.03	25.66
	Unskilled Help Thereafter	23.70	24.29	24.90	25.52	26.16

**GAS REGULATION GROUP**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW0547	Crew Leader Gas Reg	38.32	39.28	40.26	41.27	42.30
BW0548	Crew Leader Gas Reg (W)	39.18	40.16	41.16	42.19	43.24
BW0549	Crew Leader Gas Reg (125 WC)	39.18	40.16	41.16	42.19	43.24
BW2083	Jrym Fitter Welder Certif(Reg)	38.10	39.05	40.03	41.03	42.06
BW2086	Jrym Fttr Wldr Cert (Reg) - 125 WC	38.10	39.05	40.03	41.03	42.06
BW2503	Jrny Gas Reg Fttr	37.25	38.18	39.13	40.11	41.11

**GAS SYSTEMS GROUP**

BW0440	Crew Leader Gas Storage	36.67	37.59	38.53	39.49	40.48
BW0441	Temporary Foreman-Troubleman	38.30	39.23	40.18	41.16	42.16
BW2023	Crew Leader Gas	36.67	37.59	38.53	39.49	40.48
BW1933	Gas Control Technician	41.76	42.80	43.87	44.97	46.09
BW1937	Gas Control Technician 4th 9 mon (98.7%)	41.22	42.24	43.30	44.39	45.49
BW1936	Gas Control Technician 3rd 9 mon (97.3%)	40.63	41.64	42.69	43.76	44.85
BW1935	Gas Control Technician 2nd 9 mon (95.7%)	39.96	40.96	41.98	43.04	44.11
BA1934	Gas Control Technician 1st 9 mon (94.1%)	39.30	40.27	41.28	42.32	43.37
BW2083	Jrym Fitter Welder Certif(Reg)	38.10	39.05	40.03	41.03	42.06
BW2073	Gas Storage Field Opr	34.96	35.83	36.73	37.65	38.59
BW2072	Appr Storage Oper 3rd Yr (90%)	31.46	32.25	33.06	33.89	34.73
BW2071	Appr Storage Oper 2nd Yr (85%)	29.72	30.46	31.22	32.00	32.80
BW2070	Appr Storage Oper 1st Yr (80%)	27.97	28.66	29.38	30.12	30.87
BW0113	Appr Gas Reg Fitr 3 Yr (90%)	33.53	34.36	35.22	36.10	37.00
BW0103	Appr Gas Reg Fitr 2 Yr (85%)	31.66	32.45	33.26	34.09	34.94
BW0093	Appr Gas Reg Fitr 1 Yr (80%)	29.80	30.54	31.30	32.09	32.89
	Helper First 12 Months	26.16	26.81	27.48	28.17	28.87
	Helper Thereafter	27.31	27.99	28.69	29.41	30.15
	Unskilled Help First 6 Months	23.24	23.82	24.42	25.03	25.66
	Unskilled Help Thereafter	23.70	24.29	24.90	25.52	26.16

**GAS SERVICE SHOP GROUP**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW2214	Temporary Foreman-GasSvcShop	36.67	37.59	38.53	39.49	40.48
BW2193	Gas Troublemán Journeyman	33.59	34.43	35.29	36.17	37.07
BW2213	Journymn Gas Serv	33.01	33.84	34.69	35.56	36.45
BW2164	Gas Troublemán Apr 3rd Yr Wld	31.08	31.86	32.66	33.48	34.32
BW2154	Gas Troublemán Apr 2nd Yr Wld	29.40	30.14	30.89	31.66	32.45
BW2144	Gas Troublemán Apr 1st Yr Wld	27.72	28.41	29.12	29.85	30.60
	Helper First 12 Months	26.16	26.81	27.48	28.17	28.87
	Helper Thereafter	27.31	27.99	28.69	29.41	30.15
BW2454	Maint/Cut Off Person	27.98	28.68	29.40	30.14	30.89
BW2455	Maintenance Cut Off Man Gas Meter Qualified	29.88	30.63	31.40	32.19	32.99

**GAS METER REPAIR GROUP**

BW0964	Temporary Foreman-GasMeterRepr	35.18	36.06	36.96	37.88	38.83
BW0963	Crew Leader Gas Meter Rep	35.18	36.06	36.96	37.88	38.83
BW1983	Gas Meter Repairman/Tech.	31.27	32.05	32.85	33.67	34.51
BW2013	Journymn Mtr Repair	30.89	31.66	32.45	33.26	34.09
	Hlper First 12 Months	26.16	26.81	27.48	28.17	28.87
BW1973	Mechanic Helper After 12 Month	27.31	27.99	28.69	29.41	30.15
	Unskilled Help First 12 Months	23.24	23.82	24.42	25.03	25.66
	Unskilled Help Thereafter	23.70	24.29	24.90	25.52	26.16

**GARAGE**

<b>Job Code</b>	<b>Classification</b>	<b>7/1/12</b>	<b>7/1/13</b>	<b>7/1/14</b>	<b>7/1/15</b>	<b>7/1/16</b>
BW2061	Crew Leader Garage	36.34	37.25	38.18	39.13	40.11
BW2063	Crew Leader Garage	36.34	37.25	38.18	39.13	40.11
BW2033	Mechanic Garage	32.66	33.48	34.32	35.18	36.06
	Mechanic Helper (First 12 months)	26.16	26.81	27.48	28.17	28.87

**STORES**

BW2092	Stores Crew Leader	34.02	34.87	35.74	36.63	37.55
BW2093	Stores Crew Leader	34.02	34.87	35.74	36.63	37.55
BW2094	Temporary Crew Leader-Stores	34.02	34.87	35.74	36.63	37.55
BW2102	Storesman	29.57	30.31	31.07	31.85	32.65
BW2120	Storehouseman/Truck Driver	30.74	31.51	32.30	33.11	33.94
BW2112	Storesman Helper	26.16	26.81	27.48	28.17	28.87
	Unskilled Help First 6 Months	23.24	23.82	24.42	25.03	25.66
	Unskilled Help Thereafter	23.70	24.29	24.90	25.52	26.16

**ALL GROUPS**

BW5001	Summer Help/College Coop	16.50	16.91	17.33	17.76	18.20
BW5002	College/Summer Help	16.50	16.91	17.33	17.76	18.20

- **Effective July 1, 2012, a 2.50% general wage increase became effective.**
- **Effective July 1, 2013, a 2.50% general wage increase became effective.**
- **Effective July 1, 2014, a 2.50% general wage increase became effective.**
- **Effective July 1, 2015, a 2.50% general wage increase became effective.**
- **Effective July 1, 2016, a 2.50% general wage increase became effective.**

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives on \_\_\_\_\_, 2013.

AMEREN ILLINOIS COMPANY

By *Ronald D. Pate* Dated *12/18/12*  
Ronald D. Pate  
Vice President Operations and Technical Services  
Ameren Illinois Company

By *J. Houvenagle* Dated *12/18/12*  
Jay R. Houvenagle  
Manager Labor Relations  
Ameren Illinois Company

LOCAL UNION NO. 51.  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

By *James Bates* Dated *1/17/13*  
Jim Bates  
Business Manager

LETTER #1  
October 10, 1997

Mr. Dominic Rivara  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Rivara:

During the 1997 negotiations between CILCO and IBEW, Local 51, there was considerable discussion about inclement weather conditions as they apply to certain work groups and as they pertain to essential work. It was agreed by the parties to maintain the current inclement weather language in the contract for the term of this agreement. It was further agreed that the following clarifications would be used in determining essential work which may be performed by construction crews as well as the scope of routine work which may be performed during inclement weather by those employees identified in Article VII, paragraph 2.4.

The intent for the term of the agreement is to continue to administer the current inclement weather clause as in the past as it relates to construction crews. When weather conditions are such that productivity will not be significantly affected and safety is not compromised, the Company will expect the construction crews to perform essential work. Essential work includes scheduled customer work where arrangements have been made for the customer or his agent to be present at the time the work is to be performed and when the customer or Company will incur substantial costs or undue hardship if the work is not performed.

The Company agrees to plan and prepare for essential work in the way of making special provisions with the customers, arranging alternate dates when practical, accomplishing maximum job site preparation work and energized work in advance, and arranging for special equipment when appropriate to minimize the service interruption time to the customers. This will reduce the potential inclement weather work time for the crafts people as well as enhance customer service.

The Company will also communicate with the crew leader and crew members in advance the scope of the essential work being scheduled, when it is or will be scheduled, and what special arrangements have been made with customers if a service interruption is required. Beyond this communication, the crew leader will be brought into the planning stages in looking at options of how to perform the work safely and efficiently and familiarizing him/herself with the scope of the job, including the preparation work, thereby minimizing the service interruption time.

Employees working singularly or in pairs and referred to in Article VII, Paragraph 2.4, including those performing locating duties and operation of flame ionization units, although not covered by the same inclement weather provisions as the construction crews, will not be expected to perform all routine duties during inclement weather. The Company agrees to continue to review the scope of employees' work assignments in accordance with weather factors to provide for employee and public safety as well as provide additional resources when needed. In addition meter readers Company-wide will be expected to perform their duties in accordance with the weather related meter reading past practices followed in Peoria.

The Company recognizes the long standing commitment of employees in expeditiously responding to customer needs on a routine basis as well as during emergencies. It was agreed by the parties that this Letter of Understanding will serve as a guide for inclement weather administration through the term of this Agreement.

Sincerely,

John C. German  
Director-Labor Relations

JCG/jml

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 51

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Dominic Rivara, Business Manager

## **JOURNEYMAN CLASSIFICATIONS**

For purposes of layoff, the Journeyman classifications are listed below.

### Underground Group

- Crew Leader
- Temporary Cable Foreman
- Cable Splicer
- Cable Splicer Apprentices
  - Fourth Year
  - Third Year
  - Second Year
  - First Year

### Substation, Maintenance & Construction Group

- Crew Leader
- Temporary Foreman
- Electricians
- Apprentice Electricians
  - Fourth Year
  - Third Year
  - Second Year
  - First Year

### Electric Transmission/Distribution Group

- Temporary Line Foreman
- Crew Leader
- Lineman/Troubleman
- Complaint Man
- Apprentice Lineman/Troubleman
  - Fourth Year
  - Third Year
  - Second Year
  - First Year

### Forestry Group

- Temporary Tree Foreman
- Tree Crew Leader
- Tree Trimmer
- Apprentice Tree Trimmer
  - Second Year
  - First Year

### Relay Group

- Substation Relay Technician
  - Substation Relay Tech (4<sup>th</sup> 9 mos)
  - Substation Relay Tech (3<sup>rd</sup> 9 mos)

Substation Relay Tech (2<sup>nd</sup> 9 mos)  
Substation Relay Tech (1<sup>st</sup> 9 mos)

Distribution Automation Technician

DAT 4<sup>th</sup> 9 mos  
DAT 3<sup>rd</sup> 9 mos  
DAT 2<sup>nd</sup> 9 mos  
DAT 1<sup>st</sup> 9 mos

Telecommunications Technician

TT 4<sup>th</sup> 9 mos  
TT 3<sup>rd</sup> 9 mos  
TT 2<sup>nd</sup> 9 mos  
TT 1<sup>st</sup> 9 mos

Electric Meter Group

Crew Leader  
Temporary Foreman  
Electronic Technician  
Instrument Technician  
Journeyman Meterman  
Apprentice Meterman  
Fourth Year  
Third Year  
Second Year  
First Year

Meter Reading Group

No Journeyman Classifications

Gas Construction Group

Temporary Foreman  
Crew Leader  
Crew Leader (Troubleman)  
Gas Troubleman Journeyman  
Journeyman, Welders, Complaint Man & Inspectors  
Apprentice Troubleman  
Third Year  
Second Year  
First Year  
Journeyman Fitter Welder (Certified)  
Journeyman Fitter Welder (Troubleman/Certified)

Gas System Group

Temporary Foreman  
Crew Leader  
Gas Control Technician  
GCT 4<sup>th</sup> 9 mos  
GCT 3<sup>rd</sup> 9 mos  
GCT 2<sup>nd</sup> 9 mos  
GCT 1<sup>st</sup> 9 mos  
Journeyman Fitter Welder (Certified)

Gas Storage Field Operator  
Apprentice Storage Field Operator  
    Third Year  
    Second Year  
    First Year  
Journeyman Fitter/Regulator  
Apprentice Fitter/Regulator  
    Third Year  
    Second Year  
    First Year

Gas Service Shop Group

Temporary Foreman  
Gas Troubleman Journeyman  
Journeyman Service Man, Specialists on Testing Controls &  
    Technical Installation, Combination Gas & Electric  
    Burner Installers  
Apprentice Troubleman  
    Third Year  
    Second Year  
    First Year

Gas Meter Repair Group

Temporary Foreman  
Crew Leader  
Gas Meter Repairman & Technician  
Journeyman Meter Repairman

Garage Group

Crew Leader  
Mechanics

Stores Group

No Journeyman Classifications

**Uniform Call-Out Procedures**

1. Separate call-out lists for each primary work zone will be established for each job classification in the Northern Division except for meter readers which will be by reporting headquarters. Call out lists will be established for each job classification separately for the Lincoln, Springfield, Homer and Tuscola work groups in the Southern Division.
2. The call-out lists will be updated on a weekly basis.
3. All calls made and/or requests within the Division that are not responded to for overtime will be redlined-charged with the same amount of time as actually worked (straight time equivalent). A person who is on rest time will not be redlined for refusal to respond.
4. Individuals will not be called while on vacation or excused absences unless absolutely necessary. (A person will be considered on vacation at quitting time of his last work day until starting time of the date he returns to work.)
5. One person will be called when necessary to respond to a complaint/request received unless information received and/or conditions warrant additional people.
6. First response to any service related request may be directed to any "on-duty" person within a Division. If all "on-duty" people are unavailable to respond to a call and it is deemed necessary to handle the call immediately, additional people will be called out to work as necessary according to their respective overtime equalization lists.
7. People regularly performing gas or electric trouble, complaint and service work may be assigned as a member of a construction or service crew. Gas service people will continue as in the past in assisting construction crews with leak surveys, making situations safe and emergencies. They will not be assigned as permanent crew members.
8. All people in a call-out list grouping will be called once before moving to another source.
9. The Company may prearrange overtime, without regard to the callout list, for crew members that have worked on a particular project and who must complete the job before or after hours.
10. Apprentices will be given the first opportunity to be the 4<sup>th</sup> person on a gas or electric crew.

11. Apprentices may be called as the third person on a three-person crew after the journeyman and crew leader lists have been exhausted, provided they have the appropriate skill level.
12. Continuation work may be assigned without regard to the call-out list.
13. There will be no penalty resulting from a refusal by individuals who were determined to be on sick leave during regular work hours prior to being called.
14. An individual on light/modified duty will not normally be called to respond to overtime related emergencies.
15. The call-out lists will be zeroed out at the end of the year. Call-out order for the new year will be based on the past year's cumulative individual totals.
16. New people will be placed on the respective call-out list with their accumulated overtime hours equal to the person currently at the bottom of the list + 1 hour.
17. Qualified on duty people may be assigned to work in any location within a Division prior to or in lieu of a call out being made.
18. These call out procedures supersede all previous call out procedures throughout the Company.

LETTER #4  
October 10, 1997

Mr. Dominic Rivara  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Rivara:

During the 1997 negotiations between Central Illinois Light Company and the International Brotherhood of Electrical Workers, Local 51, it was agreed that gas and electric journeymen hired from outside the Company for journeyman positions will be given the respective Company journeymen tests after being hired. The purpose of these tests will be to recognize any skill levels where additional training may be helpful. Test results will be forwarded to the Gas or Electric Executive Apprenticeship Committee for review and recommendations.

Sincerely,

John C. German  
Director-Labor Relations

JCG/jml

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 51

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Dominic Rivara, Business Manager

Mr. Dominic Rivara  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Rivara:

During the 1997 negotiations between the Company and IBEW, Local 51, there was considerable discussion concerning the continuation of home site/job site reporting by specified work groups and the addition of alternative reporting locations for other work groups. Following are the categories of alternative site reporting as agreed to by both parties:

Employees performing the following types of work or work in the following classifications may be assigned to report from their residence to the job site with a Company vehicle and will start their eight (8) hour shift upon leaving their residence. Where it is not appropriate to park the Company vehicle at home, another location will be established such as Company owned property, a nearby gas station or other shelter provided by the Company. These employees will report to their vehicle at the start of their regular shift and return to the same location at the end of their shift.

Continue – Substation Electricians performing switching  
Those performing gas and electric trouble,  
complaint and service work  
Electric Meterman/Electronic Technician  
Maintenance and/or Cutoff Man – Gas and  
Electric

For the above employees, provisions of Article IX, Paragraph 7.2 regarding travel time will not apply.

Employees performing the following types of work or work in the following classifications may, as determined by management, report from their residence to the job site with a Company vehicle and will start their eight (8) hour shift upon arriving at the job site. Employees will be expected to report to job sites within their respective Division only.

Relay Technician  
Continue - Gas Control Technician  
Continue - Stand-by Gas Construction Crew Leader  
Continue - Gas System Crew Leader (Regulation or  
Storage Field)

For the above employees, provisions of Article IX, Paragraph 7.2 regarding travel time will not apply.

Employees performing the following types of work or work in the following classifications may report from their residence to the job site with their personal vehicle and will start their eight (8) hour shift upon arriving at the job site. Employees will be expected to report to job sites within their respective Division only and will be reimbursed for all miles they incur in excess of the miles they normally drive from their residence to their regular reporting headquarters.

Substation Electrician performing work on customer-owned equipment.

Designation of employees in the above categories will be at the sole discretion of the Company.

Employees who are reporting from an alternative reporting location to the job site with a Company vehicle for a call-out will be paid from the time they accept the call. Employees not driving a Company vehicle in responding to a call-out will be covered under Article IX, Paragraph 7.2.

Employees who are reporting from an alternative reporting location will have Company vehicles located within a 10 mile radius of their home except by mutual agreement.

Employees will be paid \$20 per month to cover the cost of electricity to operate diesel truck heaters from November through March when employees are keeping vehicles at home for alternative site reporting.

Sincerely,

John C. German  
Director-Labor Relations

JCG/jml

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 51

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Dominic Rivara, Business Manager

LETTER #6  
July 7, 1995

Mr. Dominic Rivara  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Rivara:

During the 1995 negotiations between Central Illinois Light Company and the International Brotherhood of Electrical Workers, Local 51, it was agreed to expand the existing Random Drug Testing Program to cover all IBEW represented employees. Additional employees will be randomly tested and subject to the same agreed upon procedures as other IBEW represented employees.

The Company will follow the Federal Department of Transportation Drug Testing Regulations as amended from time to time and as outlined in 49 Code of Federal Regulations.

Sincerely,

John C. German  
Director-Labor Relations

JCG/jml

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 51

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Dominic Rivara, Business Manager

**Long Term Disability Plan**

With respect to the employees for whom the union is recognized as the exclusively bargaining representative, existing benefit programs will continue, except with the amendments described below, for the life of the labor agreement:

**Long Term Disability Plan**

The Company will take such steps to establish a new Long Term Disability Plan for existing employees effective the date of contract ratification. Effective the date of ratification, an employee may qualify for benefit plan payments if they meet the terms and conditions outlined in the plan.

**Basic Features of the Proposed LTD Plan**

<b>Eligibility</b>	Full time employees, after completion of 12 months of employment
<b>Elimination Period</b>	180 days (continuous)
<b>Benefit Amount</b>	60% of base monthly pay
<b>Maximum Benefit Period</b>	Plan pays to age 65, unless disabled after age 60, then it pays up to 60 months or age 70, whichever comes first

<p><b>Offsets</b></p>	<p>Unemployment  Worker's Compensation  Social Security  Ameren Retirement Plan benefits  Compensation from any gainful employment  Amounts paid under a government disability plan  Disability benefits paid by any group insurance plan, other than Ameren's LTD  Vacation pay  Other payments (such as sick pay) after the employee is eligible for LTD payments</p>
<p><b>Continuation of Medical/Dental/Vision Benefits</b></p>	<p>Current Options Plan provides the following:</p> <p>Eligible to continue benefits under the same terms and conditions as active employees. Premiums will be deducted from disability payment. If receiving a Social Security Disability award, must enroll in Medicare and Medicare will be the primary payer of benefits.</p> <p>Refer to medical SPDs for additional information</p>
<p><b>Continuation of Life Insurance and AD&amp;D</b></p>	<p>Refer to life insurance and AD&amp;D SPDs for additional information</p>
<p><b>Continuation of Retirement Plan</b></p>	<p>Refer to Ameren Retirement Plan SPD for additional information.</p>
<p><b>Continuation of SIP (401(k))</b></p>	<p>Disability payments are not eligible for contributions to SIP. Any outstanding loan payments will be deducted from disability payment.</p> <p>Refer to SIP SPD for additional information.</p>

LETTER #8  
August 3, 1989

Mr. John Browning  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Browning:

During the 1989 negotiations between Central Illinois Light Company and the International Brotherhood of Electrical Workers, Local 51, it was agreed to sign a letter of clarification and understanding concerning what constitutes an emergency condition as set forth in Article VII, Paragraph 1, on contracting work.

The contract language as agreed to by both parties states "...emergency conditions that must be met to restore service to the Company's facilities or an emergency caused by an Act of God". In addition to the agreed upon language, it was discussed that there may be occasions of an emergency nature, which are beyond restoring service and could be interpreted as maintaining service. These emergency maintenance projects would not be of a routine nature, but rather, would be work to the Company's gas and electric facilities that are essential to the continuity of the system service and contingency back up.

Yours truly,

John C. German  
Principal Labor  
Relations Advisor

JCG/jml

IBEW, LOCAL 51

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John H. Browning, Business Manager

LETTER #9  
August 3, 1989

Mr. John Browning  
Business Manager  
IBEW, Local 51  
301 E. Spruce Street  
Springfield, IL 62703

Dear Mr. Browning:

During the 1989 negotiations between Company and IBEW, Local 51, there was considerable discussion concerning 1<sup>st</sup> and 2<sup>nd</sup> year Gas Apprentices performing live gas work.

Although an agreement was made concerning 1<sup>st</sup> year Gas Apprentices, the two parties could not agree to the types of assignments for 2<sup>nd</sup> year Gas Apprentices working live gas. Since no final agreement could be reached on the 2<sup>nd</sup> year apprentices, both sides agreed that issues discussed in the 1989 negotiations would not be raised or referred to in any future grievances or arbitration matters involving the 2<sup>nd</sup> year Gas Apprentices when working live gas.

Yours truly,

John C. German  
Principal Labor  
Relations Advisor

JCG/jml

IBEW, LOCAL 51

---

John H. Browning, Business Manager

Date

**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 contract negotiations and revised during the 2012 contract negotiations regarding the Ameren Illinois ("Company") Flame Resistant/Retardant Clothing (FR Clothing) Program. It was agreed as follows:

1. The Company will furnish IBEW Local Union 309, 702, 649 and 51 represented employees FR clothing from a list of suppliers selected by the Company under the following conditions:
  - A. The FR clothing will be furnished to all electrical employees and to those gas employees whose classification requires them to wear the FR clothing.
  - B. Employees must wear the FR clothing at all times when they are at work.
  - C. Employees who are subject to the FR Policy will receive an initial allowance of \$850.00 (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 \$300.00 (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 \$300 in their account on December 31 of any year.

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.

LETTER #11  
December 9, 2004

Dominic Rivara  
Business Manager  
IBEW Local Union 51  
301 E. Spruce St.  
Springfield, IL 62703

Dear Mr. Rivara:

During the 2004 contract negotiations, the Company and IBEW Local Union 51 agreed to the following matters related to Stores.

A. Lincoln Storeroom

1. Convert the Lincoln Storeroom to a truck stock stores location which will not be staffed on a regularly scheduled basis.
2. The current employee holding the classification of Storesman headquartered in Lincoln will be transferred to Springfield or, at his option, may accept a rural Meter Reader position in Lincoln. If the employee opts to become a rural Meter Reader in Lincoln, his transfer to meter reading will not be effective until 1/1/05.

If the employee elects to remain in the Stores Department, the following will apply:

On any given day the Storesman may be assigned to report to another location at the beginning of his regular shift or, if needed, during his regular work day and will end his work day at the location where he is assigned.

When a Storesman is scheduled to report to any location other than Springfield he will be paid round trip mileage from Springfield to the reporting location at the Company's occasional mileage reimbursement rate.

B. Stores Work Assignments

1. In addition to delivering materials to Stores locations in the Southern Division, the Northern Division Truck Driver may perform the functions of stocking and reordering for un-manned Stores locations in the Southern Division.

2. A Storesman from Southern Division will assist with the weekly deliveries to replenish the truck stock at Lincoln if operating conditions at the Springfield Storeroom allows. If a Storesman from the Southern Division is not at Lincoln, a bargaining unit employee will assist with deliveries if the Company determines assistance is needed.
3. There will be one (1) inventory in Decatur. Decatur will deliver materials to Springfield, Pioneer Park and Persimmon and load and unload in designated areas. The Company will guarantee current staffing numbers of eight (8) as of the date of ratification until June 30, 2017.

C. Crew Leaders

1. If at any Stores location the number of employees at work on any given day is one (1), there will be no upgrade to the Crew Leader classification since there is no one to supervise.
2. If a Stores location is permanently reduced to one (1) employee, the classification of Crew Leader at that location will be eliminated. If the remaining employee at that location is a Crew Leader, he shall be grandfathered at the Crew Leader rate of pay for the duration of his employment as long as he stays in Stores.

D. Stores Responsibilities Regarding Transformers

1. All work associated with the receipt, storage, issue and control of all in-stock and scrap transformers at Pioneer Park will be transferred from the Transformer Repair Shop to the Storeroom personnel.
2. Transformers the Company deems to be repairable will continue to be repaired by the Substation Electricians.

In addition, it was agreed to clarify the seniority of Stores employees John Henderson and James Harnacke as follows:

	IBEW Seniority	Classification Seniority
John Henderson	12/01/00	04/01/75
James Harnacke	12/01/00	01/11/93

For posting and bidding purposes John Henderson and James Harnacke will use their IBEW seniority dates. John Henderson will be considered the senior bidder if the two bid on the same opening.

For layoff purposes in the Storeroom, John Henderson and James Harnacke will use their classification seniority dates.

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

---

Dominic Rivara  
Business Manager  
IBEW Local Union 51

---

Date

LETTER #12  
August 20, 2007

James Bates  
Business Manager  
IBEW Local 51  
301 E. Spruce St.  
Springfield, IL 62703

Dear Mr. Bates,

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

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

Very Truly Yours,

C. M. Baughman  
Manager, Labor Relations

LETTER #13  
December 9, 2004

March 4, 2005

Dominic Rivara  
Business Manager  
IBEW Local Union 51  
301 E. Spruce St.  
Springfield, IL 62703

Dear Mr. Rivara:

During the 2004 contract negotiations, the Company and IBEW Local Union 51 agreed to the following matters related to the medical plan, including dental and vision coverage.

Effective January 1, 2005, I.B.E.W. Local Union 51 represented employees will be in the same medical plan, including dental and vision coverage, as management employees under the same terms and conditions.

Effective January 1, 2005, the wages of the Local 51 represented employees will be reduced by .25 percent representing a charge to the package for the dental and vision coverage

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

---

Dominic Rivara  
Business Manager  
IBEW Local Union 51

---

Date

LETTER #14  
December 9, 2004

March 4, 2005

Dominic Rivara  
Business Manager  
IBEW Local Union 51  
301 E. Spruce St.  
Springfield, IL 62703

Dear Mr. Rivara:

During the 2004 contract negotiations, the Company and IBEW Local Union 51 agreed to the following matters related to the 401(k) Long Term Savings Plan.

Employee Matching Contribution

Effective as soon as possible following ratification of this Agreement, the Company will match dollar per dollar (\$1.00/\$1.00) on the first one percent (1% Basic Match) and fifty cents (\$.50) on the next five percent (5% Additional Match) of employee contributions.

Effective July 1, 2005, the Company will increase the Company matching funds to match dollar per dollar (\$1.00/\$1.00) on the first two percent (2% Basic Match) and fifty cents (\$.50) on the next four percent (4% Additional Match) of employee contributions.

\$.25 of each piece of the Company match will be invested in the Ameren Stock Fund.

Very truly yours,

C. M. Baughman  
Manager, Industrial Relations

CMB:ejd

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Dominic Rivara  
Business Manager  
IBEW Local Union 51

---

Date

LETTER #15  
December 14, 2007

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

Dear Mr. Bates:

During the 2007 contract negotiations, the Company and IBEW Local Union 51 agreed to amend the Dec. 9, 2004 letter of agreement related to the Gas Department as follows:

1. Training

- A. Effective July 1, 2004, all Gas Apprentices will be subject to the Ameren Gas Operations Training Program.

The current Gas/Electric Apprenticeship Training Program is amended to reflect the following Joint Apprentice Program for gas employees.

A Work Site Gas Apprenticeship Committee consisting of one (1) management representative and one (1) Union representative, plus input from the Crew Leader and Journeyman. Monthly evaluations of the Apprentice will be conducted.

Executive Committee: 2 Management and 2 Union Representatives

The Company has the ultimate responsibility regarding areas of disagreement and reserves the right to make the final decision.

- B. Prior to being awarded a job in the Gas Department, an employee who has not previously held a Gas Journeyman classification must successfully pass the Gas Evaluation (Gas EVs) administered by the Company.

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

2. Posting – Filling Jobs.

- A. Gas Operations vacancies shall be filled by employees currently holding Journeyman classifications within the Gas Operations Work Groups covered by this agreement. Employees currently working in a

Gas Operational Group in which job vacancies are under consideration shall have preference for such job vacancies; ability and qualifications being sufficient, division seniority, shall prevail.

The successful bidder shall earn the lesser wage rate for the job he holds or the job he has been awarded, with the exception of being awarded a Crew Leader position. This wage rate shall remain fixed until such time the bidder successfully completes all training and testing, as provided by the Company, necessary to show he has acquired the required knowledge, skills and abilities to perform the job.

B. Article 8, Section 17.2

The Company will have the sole right to establish job qualifications, after discussions with the Union. The Company will consider the ability and qualifications of individuals who bid the jobs insofar as the needs of the service will permit. The Company will post the qualifications with the job vacancy. Recognizing the qualifications of those who bid and the job requirements for the job, the Company will fill the job. (This language applies to all jobs covered under the contract, not just those jobs in the Gas Departments.)

Upon ratification of the labor agreement, the hourly rate of pay for the Journeyman Fitter Regulator will be increased to equal the hourly rate of pay for the Gas Storage Field Operator.

3. Work Allocation Issues.

The Company reserves the right to train up to a maximum of forty (40) gas service and construction employees, including Gas Crew Leaders and Journeymen Fitter/Welders (Certified) in each division to perform any gas service and construction work. The Company, however, will determine how many employees in each location will be trained to perform both service and construction work. The Company will seek volunteers by classification seniority at each location and, if necessary, force in reverse seniority order. Any employees selected whom the Company later determines are unable to perform the work will be returned to their former positions without loss of seniority, as provided in Article VIII, Section 17.5, subject, however, to the grievance arbitration procedure.

Upon completion of the required Operator qualified training, employees qualified to perform both gas service and construction work will be classified as a Gas Troublemaker Journeyman. The hourly rate of pay for a Gas Troublemaker will be \$0.50 above the rate of pay for the Gas Service Journeyman, the Gas Construction Journeyman, the Gas Crew Leader, and/or the Journeyman Fitter/Welder (Certified) classifications.

New employees hired into the Gas Department or current employees bidding into the Gas Department to perform service or construction work will be classified as a Gas Troubleman upon completing the necessary training. Gas Troubleman may be assigned to perform any/all gas work. All Gas Troubleman will be properly trained and OQ qualified to perform such work.

Following are examples of duties which may be performed by any Gas Troubleman or any qualified employee holding classifications in the Gas Construction group or Gas Service Shop group.

- A. Gas Construction Journeymen shall install/remove gas meter sets of any size. Installation will include any associated pipe work and regulator installation/removal. (This amends Article IX, Section 16, by expanding the work a Gas Construction Journeyman can perform and expands Section 20 by expanding the work these classification employees can perform.)
- B. Gas Service Journeymen may perform Gas Construction Journeymen duties and perform work on Gas Construction Crews after properly trained and OQ qualified. (This expands the duties a Gas Service Journeyman may perform to assist Gas Construction Journeyman.)
- C. All Gas Journeymen may be utilized to perform leak survey work/leak investigations. This would include inside leak investigations. All Gas Journeymen will be properly trained and OQ qualified to perform this work. (This removes the limitations that only a Gas Construction Journeyman can perform these duties.)

4. Preferred Work

The Company agrees to grandfather the following employees in the preferred jobs they currently hold until such time the employee vacates the position. Preferred work will be eliminated as the positions are vacated. (Employees performing preferred work are not eligible for the additional \$0.50 per hour.)

- Jim England           Locator           Peoria
- Tom Hartter           Locator           Peoria
- Tony Gama           Leak Survey       Peoria
- Harold Master       Leak Survey       Peoria
- Bob Pittman          Leak Survey       Springfield

5. One Man Work Assignments

Any Gas Construction or Gas Serviceman once trained and Operator qualified can perform one man work duties such as, but not limited to:

- A. All one man work currently being performed.

B. The installation/removal of gas meters up to and including 65 lbs. of weight. This will include any related pipe work/regulator change work and valve changes. All Gas Journeymen will be properly trained and OQ qualified to perform this work.

C. Repair of up to and including one inch PE services during daylight hours.

If in the opinion of the employee a second employee is required, a qualified employee shall be provided. However, management reserves the right to discuss the assignment after the fact, where a second employee is requested.

6. Overtime that is callout or scheduled will be filled by using the respective overtime callout lists first, then to the Gas Troubleman on the other list. Example: street call – exhaust the street list then move to the Gas Service Shop list with the Gas Troubleman to fill the crew. Example: If gas leak in Lincoln, exhaust Lincoln gas services before going outside Lincoln.

Very truly yours,

C. M. Baughman  
Manager, Labor Relations

CMB:ejd

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James Bates  
Business Manager  
IBEW Local Union 51

---

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
AMERENCILCO AND IBEW LOCAL 51  
Gloving 5 kv to 15 kv  
June 6, 2007**

**5 KV -15 KV GLOVING PROCEDURES**

When crews are assigned to glove voltages above 5,000 (5 KV) volts (phase to ground), but less than 15,000 volts (15 KV), there shall always be two levels of protection as follows:

1. Approved basket trucks, including pin-on baskets, with upper and lower controls, insulated buckets and booms certified as having passed the necessary testing requirements, and
2. Class 2 rubber gloves and sleeves must be worn.

The two levels of protection shall always be present and in excess of any cover-up protective equipment. If the two levels of safety protection as described above cannot be maintained, alternate procedures for completing the job assignment will be utilized and the employees will not be required to glove primary voltages above 5,000 (5 KV) volts. (Both parties agree that an employee may glove up to 4 KV from a pole.)

All protective equipment, including gloves and sleeves, shall be equal to or exceed the requirements set out by OSHA, ANSI or ASTM standards.

Each worker shall individually be assigned personal rubber gloves and sleeves, cleaned and tested both electrically and mechanically, and certified for work on energized conductors and/or equipment at the appropriate voltage. Rubber gloves must be tested at the request of the worker if he has a valid concern but, in any event, not less than once every six (6) months. Sleeves must be tested at the request of the worker if he has a valid concern but, in any event, not less than once every twelve (12) months.

In addition to the laboratory tests, each worker shall make a daily inspection of his personal protective equipment at the beginning of each work period. This personal inspection shall include a visual and feel test of leather protectors, and a visual and an air test of rubber gloves. Additional tests to personal protective equipment shall be made throughout the day for additional gloving assignments. All rubber protective equipment shall always be carried in such a way that it will not come in contact with tools or other equipment.

## INITIAL TRAINING FOR JOURNEYMEN AND APPRENTICES

All Journeyman Lineman and 3<sup>rd</sup> and 4<sup>th</sup> Step Apprentices working under the AmerenCILCO contracts shall receive up to four days training, in the procedures for gloving voltages above 600 volts but less than 15 KV.

The “hands on” portion of the training shall be conducted by a qualified instructor designated by the Company at the Dorsett, or other Company approved, training center.

## AERIAL BASKET TRUCK TESTS

Only approved and certified basket trucks with upper and lower controls equipped with insulated buckets and booms, that have satisfactorily passed the testing requirements as set out below, and displaying the dated certification decal, will be considered appropriate for use by workers gloving voltages above 600 volts but not to exceed 15 KV.

1. Daily checks shall include visual inspection of aerial basket trucks by the crew members assigned to the equipment prior to the equipment being used.
2. The visual and mechanical tests made by crew members to insure the truck's operating integrity for the day's work shall include visual tests to determine:
  - A. Oil leaks.
  - B. Cleanliness of the fiberglass booms. If the insulated section of the boom is not clean, it will be wiped with a dry cloth or washed with a mild detergent or appropriate cleaning solution in accordance with the manufacturer's recommendations, by the crew assigned to the truck or the automotive mechanic who may be inspecting or working on the boom.
  - C. Cuts, breaks or abrasions to the boom.
  - D. Cleanliness of the basket liner, including cuts, breaks, and abrasions.
3. Tests on aerial basket trucks must meet or exceed OSHA and ANSI recommendations. Dielectric tests will be made on all units every six months in service.

## 600 V TO 15 KV GLOVING GENERAL

These provisions are included in this proposal for information purposes only.

1. Equipment or material shall not be passed between a pole or structure and an aerial lift while the employee working from the basket is in reaching distance of energized conductors or equipment not covered with insulated protective equipment. (OSHA 1910.269q, 3, xvii)
2. All load taps, lightning arrestor taps, transformer taps, and load break switching involving voltages above 600 volts shall be performed while using live line tools.
3. Gloving assignments in other than daylight hours will require sufficient lighting to safely perform the work. (OSHA 1910.269 W, 1910.335, 1926.56, ANSI 11.1)
4. Only blocks, hoists and handlines of the appropriate type for hot work will be used. Two levels of protection must still be used as these tools are not considered one of the two levels of protection.
5. Jewelry, including watches, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.
6. Only power tools that can be isolated from ground potential will be used for hot work.
7. Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
8. Employees shall not work on any energized conductor until all conductors within reach, or which may come within reach, are first covered with protective equipment. This includes all grounded conductors, grounded surfaces and any conductors below such as neutral, secondary, services, dnguys, pole surfaces or crossarms, which the aerial basket, boom or worker may contact.
9. Aerial basket truck equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated basket truck for the purpose of gloving voltages above 5 KV but less than 15 KV.
10. If a pin-on basket is used the winch line shall be removed from the insulated portion of the boom.
11. Basket trucks shall have at least 36 inches of the insulated boom extended during any gloving process.
12. Any circuit that has gloving being performed, will be placed in a non-reclosing mode.

13. If for safety reasons, the Crew believes it should not perform a gloving operation the crew leader shall contact the Supervisor. Upon being notified, the supervisor will discuss the assignment with the crew to determine their objections and offer alternate procedure and/or techniques for performing the assignment safely.

Effective the earlier of thirty (30) days following the ratification of this agreement or the date gloving training commences, all journeyman lineman, 3<sup>rd</sup> step and 4<sup>th</sup> step apprentices working under the AmerenCILCO – IBEW Local Union 51 Labor Agreement will receive a wage increase of \$0.92 per hour (inclusive of the 2007 3% general wage increase).

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C.M. Baughman                      Date  
Manager, Labor Relations

---

Matthew Moore                      Date  
Business Representative  
IBEW Local 51

LETTER #17  
August 21, 2007

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

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

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

Gentlemen:

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

Sincerely,

C. M. Baughman  
Manager, Labor Relations

CMB:iej

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Berger, Business Manager  
IBEW Local Union 309

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Bates, Business Manager

\_\_\_\_\_  
Date

IBEW Local Union 51

LETTER #18  
August 22, 2007

James Bates  
Business Manager  
IBEW Local Union 51

Dear Mr. Bates:

This letter shall serve to confirm the parties' agreement reached during 2007 negotiations regarding changes in Article 9 Section 4.

It was agreed by the parties that by proposing the change in Article 9 Section 4 from "conditions" to "past practice" the Company intends no changes to any existing past practices not specifically negotiated by the parties. All arbitration awards will remain binding on the Company except by mutual agreement or to the extent they are specifically changed in the contract, such as, the parties' current agreements with respect to crew sizing and storm meals.

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

Very truly yours,

C. M. Baughman  
Manager, Labor Relations

---

James Bates, Business Manager

Date

LETTER #19  
October 2, 2007

James Bates  
Business Manager  
IBEW Local Union 51

Dear Mr. Bates:

This letter shall serve to confirm the parties' agreement reached during 2007 negotiations regarding work assignment issues.

It was agreed that the Company may assign employees to perform work of another classification that they are qualified to perform. Specifically, the parties discussed and agreed as follows.

- Lineman
  - Substation Switching – hazard and simple switching
  - Regulator Reads
  - Meter Installation – single phase 320A and below
- Relay Technician
  - Install and Terminate Wiring associated with the control and monitoring of substations
  - Switching associated with the control and monitoring of substations
- Substation Electrician
  - Switching adjacent to substations
- Meterman
  - Service Head Work
- Gas Troublemán
  - Repair any above ground leak that employee is qualified to repair in safe manner.
  - Repair and/or maintain farm tap.

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

Very truly yours,

C. M. Baughman  
Manager, Labor Relations

\_\_\_\_\_  
James Bates, Business Manager

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
AMERENCILCO AND IBEW LOCAL 51  
Relief/Shift Discussions**

During the 2007 negotiations between the Company and IBEW, Local 51, both parties agreed to meet after the conclusion of negotiations for the purpose of discussing alternative operating procedures involving emergency troubleman, first responder, commuter vehicles and related issues. The purpose of these discussions is to address relief issues and shift requirements.

The Parties agree to meet and to include individuals from those areas subject to relief and shift operations in an effort to attempt to resolve those employees' concerns.

\_\_\_\_\_  
James Bates  
Business Manager  
IBEW Local 51

\_\_\_\_\_  
Date

\_\_\_\_\_  
C.M. Baughman  
Manager, Labor Relations

\_\_\_\_\_  
Date

November 14, 2007

Jim Bates  
Business Manager  
IBEW Local Union 51  
301 E. Spruce St.  
Springfield, IL 62703

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:**

\_\_\_\_\_  
Jim Bates  
Business Manager  
IBEW Local 702

\_\_\_\_\_  
Date

January 25, 2008

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

James Berger  
Business Manager  
IBEW Local Union 309  
2000 Mall Street (Route 157)  
Collinsville, IL 62234

Jim Bates  
Business Manager  
IBEW Local Union 51  
301 E. Spruce St.  
Springfield, IL 62703

Gentlemen:

Attached is a copy of the Jurisdictional Agreement dated November 14, 2007. This agreement was ratified on December 14, 2007 as a part of the 2007 Contract Negotiations between the Ameren Illinois Utilities and IBEW Local Unions 702, 51 and 309.

The Jurisdictional Agreement represents certain negotiated and agreed to items which, effective July 1, 2008, will allow the Ameren Illinois Utilities to assign work across the traditional company lines and Local Union boundaries or jurisdiction.

As we discussed, we anticipate that the jurisdictional agreement may be expanded to allow for additional operating flexibilities upon mutual agreement of the Ameren Illinois Utilities and the IBEW Local Unions; therefore we do not recommend this document become a part of the Operating Labor Agreements.

Per our agreement, we established an oversight committee for the purpose of addressing differences that may arise concerning the jurisdictional agreement and for the purpose of discussing changes.

The oversight committee members for Ameren Illinois will be Jay Houvenagle, Randy Bassette and me. It is my understanding that the IBEW members of the committee will be the three of you.

Very truly yours,

C. M. Baughman  
Manager, Labor Relations

CMB:iej

xc: J R Houvenagle  
R E Bassette

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

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

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

The committee will be comprised of one (1) representative each from Local 51, 309, 702, and 649 and three (3) 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. 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, 2017.

## **Jurisdiction - Tuscola**

### TUSCOLA

1. The Ameren gas operations currently worked out of the Tuscola Operating Center will be transferred to IBEW #51 IP gas operations.
2. The IBEW #51 CILCO employees currently headquartered in Tuscola will retain their IBEW #51 CILCO benefits and contractual rights, but work within Division 4 as IBEW #51 IP employees.
3. These employees retain their first right for overtime callout to all CILCO Rate Zone 2 customers in the Tuscola Operating Area with these noted exceptions.
  - a) The Ameren CILCO Rate Zone 2 gas customers in St. Joseph, Fairmount, Oakwood, Catlin, Jamaica, and Indianola will be served from IBEW #51 headquartered in Champaign or Danville.
  - b) The Ameren CIPS Rate Zone 1 gas customers in Bourbon, Galton, and Hindsboro will be transferred to the Tuscola gas operations, and by doing so the Tuscola gas employees have the first right for overtime callout.
4. The current IBEW #51 CILCO Gas Technical Services employees headquartered in Tuscola will retain their current job responsibilities, overtime call out rights in the Tuscola Operating Center, and seniority in their Department. .
5. Future IBEW employees replacing a Tuscola IBEW #51 CILCO employee or assigned to gas operations at the Tuscola Headquarters will be an IBEW #51 IP employee.
6. The IBEW #702 CIPS employees currently headquartered in the Tuscola Operating Center will continue to have first right for overtime callout to all CIPS Rate Zone 1 electric customers within the Tuscola Operating Area with these exceptions:
  - a) The 2 substations and CIPS Rate Zone 1 customers in Savoy will transfer to the responsibility of the Champaign IBEW #51 Operating Center.
  - b) The 2 substations and CILCO Rate Zone 2 electric customers in Ivesdale, Bement, Hammond, Pierson, Atwood, and Garrett will transfer to the responsibility of the Tuscola IBEW #702 Operating Employees.
7. Technical Services supporting electric operations transferred to IBEW #702 CIPS will be consistent with the IBEW #702 CIPS contract; Technical Services supporting electric operations transferred to IBEW #51 IP will be consistent with the IBEW 51 IP contract.
8. The administrative support, engineering support, and mapping support currently provided at the current Tuscola OC will continue to support the same employees and territory.
9. It is the Company's intent to maintain a Tuscola Operating Center for the life of this contract.



**Memorandum of Understanding**

**"Tuscola Jurisdiction Job Filling Agreement"**

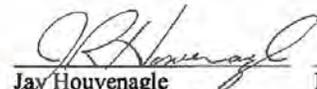
It is agreed by the parties that during the term of the current Local 51 AmerenCILCO collective bargaining agreement which expires on June 30, 2016, the following process related to job filling in Tuscola shall be followed:

1. All bargaining unit Gas postings in Tuscola shall be posted as Local 51 AmerenIP positions.
  - a. Jobs will be posted at Champaign, Danville and Tuscola.
  - b. In awarding the positions in Tuscola, qualified bidders from AmerenCILCO will have first bid rights for the openings.
2. When a Tuscola AmerenCILCO employee remains in their current classification (Crew Leader, Gas Construction, Gas Service and Gas Troublemán) or bids within their same classification they will remain an AmerenCILCO employee and will continue to follow the AmerenCILCO collective bargaining agreement and benefits.
3. However, when a Tuscola AmerenCILCO employee bids into any classification that is different from the one that they currently hold, as a condition of being the successful bidder, they will also become a Local 51 AmerenIP employee and be subject to both the AmerenIP collective bargaining agreement and benefits. The only exceptions to following the AmerenIP collective bargaining agreement will be that these employees will continue to follow the AmerenCILCO work day start and stop times and the AmerenCILCO holidays.
4. When a Tuscola employee accepts a position and becomes an AmerenIP employee their AmerenCILCO seniority will become AmerenIP seniority and as such shall be slotted into the Champaign/Danville seniority.

Current AmerenCILCO employee's seniority would remain as AmerenCILCO Southern Division seniority, until such time they are moved into the Champaign/Danville group, and then their seniority will be slotted in as noted above.

  
\_\_\_\_\_  
Matt Moore  
Business Representative  
IBEW Local 51

12/12/12  
Date

  
\_\_\_\_\_  
Jay Houvenagle  
Manager Labor Relations  
Ameren Illinois

12/12/12  
Date

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

300 Liberty Street  
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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:

J. Houvenagle

Date: 11/19/09

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

Charles Yancey

Date: 11/19/09

**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 co-worker 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 drivers 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

**IBEW SYSTEMS OVERSIGHT COMMITTEE**  
**ISSUES and ANSWERS**  
**As of January 7, 2013**

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. Examples of the Rest Period
  - a. Kevin works his normal shift on Monday 7:00 a.m. – 3:00 p.m. = 8 hours  
He is called out at 1:00 a.m. Tuesday and works to 7:00 a.m. = 6 hours  
At 7:00 a.m. Kevin has 14 hours in a 24 hour period and is entitled to an 8 hour break when he is released from work.  
When his 8 hour rest is complete and he returns to work he will start a new 24 hour clock.
  - b. Kevin works 7:00 a.m. to 8:00 p.m. = 13 hours (qualifies for double-time)  
He continues to work until midnight = 4 hours for a total of 17 hours  
He is released at midnight for an 8 hour rest period and returns to work at 8:00 a.m. and will start a new 24 hour clock  
(He is paid 8 hrs straight time, 5 hrs time and a half and 4 hrs at double time pay.)
  - c. Kevin works 7:00 a.m. – 3:00 p.m. = 8 hours  
He is called out at 5:00 p.m. and works until 8:00 p.m. = 3 hours for a total of 11.  
He is called out at 4:00 a.m. and continues to work until his normal work day.  
At 7:00 a.m. he qualifies for double time and an 8 hour rest when released.
  - d. Kevin works 7:00 a.m. to 9:00 p.m. = 14 hours (earned an 8 hour rest)  
He is called out at 6:00 a.m. (was on rest from 9 p.m. to 5 a.m.) and starts a new 24 hour clock when he begins work at 6:00 a.m.
  - e. Kevin works from 7:00 a.m. to 8:00 p.m. = 13 hours  
He is called out at 6:00 a.m. and works until his start time at 7:00 a.m. (1 hour)  
He is eligible for an 8 hour rest at 7:00 a.m. (even though he had a 10 hour rest his 24 hour clock did not start over because when he left at 8:00 p.m. he had not worked 14 hours and had not EARNED a rest.

5. Minimum Overtime Callout Policy:

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

For Example:

- Callouts in System goes through the list and there's no response, then goes to Outlying Troubleman – if he turns it down, he does not get charged.
- Callout 1-man truck (Cilco) goes through the list and there's no response, then to 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