

LABOR AGREEMENT

BETWEEN

UNION ELECTRIC COMPANY

AND

**LOCAL NO. 1439 OF ST. LOUIS, MISSOURI
(Local 1439 South)**

--OF--

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

EFFECTIVE DATE -- JUNE 1, 1946

AMENDED, EFFECTIVE DATE - OCTOBER 1, 2006

2006 - 2011

TABLE OF CONTENTS

	Page
Recognition.....	1
Article 1 - Effective Date-Termination-Amendments	
Section 1 - Term of Agreement.....	3
Section 2 - Notification of Termination of Contract.....	3
Section 3 - Amendment by Mutual Consent.....	3
Section 4 - Work Stoppage	3
Section 5 - Meetings and Conferences.....	3
Article 2 - Complaints, Grievances and Arbitration	
Section 1 - Grievance.....	4
Section 2 - Grievance Procedure.....	5
Section 3 - Arbitration	6
Section 4 - Brotherhood or Company Complaints.....	7
Article 3	
Section 1 - Cooperation	8
Section 2 - Public Regulations.....	9
Section 3 - Functions of Management	9
Section 4 - Contract Work	9
Article 4	
Section 1 - Employees Defined.....	9
A. Probationary Employees	9
B. Regular Employees.....	10
Section 2 - Seniority Defined.....	10
Section 3 - Promotions-Transfers	10
Section 4 - Fitness and Ability.....	10
Section 5 - Work in Other Classifications	11
A. Work in a Higher Classification.....	11
B. Work in a Lower Classification.....	11
C. Assignment of Duties	12
D. Reassignment of Employees Physically Unable to Perform Normal Classification.....	12
Section 6 - Transfer of Employee	13
Section 7 - Layoffs	13
Section 8 - Termination of Seniority.....	14
Article 5	
Section 1 - Excused Time Off.....	14
A. Employee Illness	14
B. Death in Family	16
C. Pallbearer.....	17
D. Jury Duty	17

TABLE OF CONTENTS

	Page
Section 2 - Partial Salary in Addition to Workers' Compensation Due to Occupational Injuries	17
Section 3 - Vacations	18
Section 4 - Leave of Absence.....	20
A. Union Representatives	20
B. Military or Maternity Leave	21
Section 5 - Holidays	21
Section 6 - Expenses Allowed	22
A. Meals and Lodging.....	22
B. Job Site	22
Section 7 - Inclement Weather.....	22
Section 8 - General Provisions.....	22
A. Non-Shift Employees	22
B. Shift Employees	23
C. Shift Schedules.....	23
D. Work for Shift Employees During Inclement Weather.....	23
 Article 6 - Hours of Work-Overtime-Callouts	
Section 1 - Definitions	23
A. Straight time	23
B. Overtime.....	23
C. Premium Time.....	23
D. Emergencies	23
E. Callouts for Emergencies and Prearranged Overtime	24
Section 2 - Working Hours	26
A. Service Work.....	26
B. Shift Employees	27
Section 3 - Overtime Work.....	27
 Article 7 - Special Working Rules, Construction and Maintenance Crews	
Section 1 - Equipment Furnished by Company	28
Section 2 - Working Rules	28
Section 3 - Relief of Construction Supervisor or Senior Lineman	29
Section 4 - Ratio of Apprentices to Journeymen	30
Section 5 - Work of Apprentices	30
Section 6 - Two Journeymen Required.....	30
Section 7 - Underground Cable Work.....	30
Section 8 - Piking Poles	30
Section 9 - Working on Towers	30
Section 10 - Upgrades to Journeyman Lineman/Service man	30

TABLE OF CONTENTS

	Page
Article 8 - Qualifications and Job Performance	
Section 1 - Examination of Apprentices	31
Section 2 - Job Performance	31
Section 3 - Promotional Sequence Within Occupational Groups	31
Section 4 - Joint Safety Advisory Committee.....	31
Article 9	
Section 1 - Wages and Wage Rates	32
Section 2 - Shift Differential.....	32
Section 3 - Sunday Work	32
Article 10 - Payroll Deduction of Dues.....	32
Article 11 - General Provisions	
1. Flex Time	33
2. Tool Replacement Policy.....	33
3. Meals.....	33
4. Bulletin Boards	35
5. Commercial Driver's License	35
6. Safety Shoes.....	35
Article 12 - Insured Benefit Programs.....	35
Article 13 - State and Federal Laws	38
Schedule "A"	42
Schedule "B" Hourly Salary Rates.....	43
June 1, 1989 letter from M. Rice to T. Kraus	44-46

AGREEMENT

1. This Agreement made and entered into by and between Union Electric Company, party of the first part, hereinafter referred to as the "COMPANY" and Local Union No. 1439 of St. Louis, Missouri of the International Brotherhood of Electrical Workers (Local 1439 South), party of the second part, hereinafter referred to as the "BROTHERHOOD."

Effective June 1, 1946
Amended, Effective October 1, 2006

RECOGNITION OF THE BROTHERHOOD

2. For the purpose of collective bargaining, the Company agrees to negotiate and bargain collectively with the Local Union through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment and other conditions of employment for all regular bargaining unit employees represented by Local 1439 as certified by the National Labor Relations Board in Case Nos. 14-RC-4710 and 14-RC-7300.

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religion, sex or national origin. Further, the Company shall not discriminate against any applicant for employment because of race, color, religion, age, sex or national origin and will comply with Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and the Americans With Disabilities Act of 1990.

When the masculine gender is used in this Agreement, the same shall also apply to members of the female gender.

3. All employees subject to this Agreement shall, as a condition of employment or continued employment, be or become a member of the Local Union on the 31st day following the effective date of this Agreement or following the beginning of such employment, whichever is the later, and shall maintain their membership in good standing during the life of this Agreement:

Provided that nothing herein contained shall require the Company to discriminate against an employee for non-membership in the Local Union if such membership was not available to each employee on the same terms and conditions generally applicable to other members or against an employee with respect to non-membership in the Local Union which has been denied or terminated for any reason other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Local Union.

4. This Agreement shall be binding upon the successors and assigns of the parties hereto and except by mutual consent, no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto or by any change, geographical or otherwise, in the location of the place of business of either party hereto.
5. Whereas, the Company is engaged in the business of supplying electric service to the public and for that reason all employees of the Company, including those covered by this Agreement, are charged with special obligations and responsibilities that do not exist in the case of the ordinary business enterprise.

In view of such obligations and responsibilities on the part of both the Brotherhood and the Company, it is agreed as follows:

ARTICLE 1

EFFECTIVE DATE - TERMINATION - AMENDMENTS

SECTION 1. This Agreement as amended effective October 1, 2006, shall remain in effect until October 1, 2011.

SECTION 2. Either party desiring to terminate or change the provisions of this Agreement must notify the other in writing at least sixty (60) days prior to October 1, 2011. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. All other provisions in this Agreement shall remain in full force and effect.

SECTION 3. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as this Agreement and be approved by the President of the International Brotherhood of Electrical Workers.

SECTION 4. During the terms of this Agreement there shall be no stoppage of work, either by strike or lockout. However, this prohibition shall not be applicable in the event an impasse is reached during negotiations.

SECTION 5. **Meetings and Conferences.** The Company agrees that its accredited representatives will meet and negotiate with the accredited representatives of the Brotherhood on all questions that may arise under the terms of this Agreement. When meetings are to be held during the working hours, each Brotherhood representative shall give his immediate supervisor at least twenty-four (24) hours notice prior to any such meeting in order that arrangements can be made to relieve him from duty. He shall not be paid by the Company during the time he represents the Brotherhood on the negotiations committee. Employees off work on Union business shall be covered the same as set out in Article 5, Section 4(A).

ARTICLE 2

COMPLAINTS, GRIEVANCES AND ARBITRATION

SECTION 1. Grievance. The term grievance as used in this Agreement shall be any complaint made by the Brotherhood or its members against the Company or by the Company against the Brotherhood, alleging failure to comply with any provisions of this Agreement.

Complaints, the basis for which occurred prior to October 1, 2006, shall not be subject to adjustment under the terms of this Agreement, but under the terms of the Agreements in effect at the time the complaint arose. Complaints, in order to be considered and be subject to adjustment, must be made within ten (10) working days, exclusive of Saturdays, Sundays and holidays from the date the employee could reasonably have been expected to have become aware of the occurrence giving rise to the complaint.

Complaints originating with an employee/s shall be made by the employee/s first to the immediate supervisor and these two shall endeavor to reach an agreement concerning the matter in question. If they do not reach an agreement within five (5) working days, exclusive of Saturdays, Sundays and Holidays, the complaint shall be reduced to writing by the employee and submitted within five (5) working days, as a grievance in accordance with the Grievance Procedure.

Stewards handling grievances may do so without loss of straight time pay subject to the following:

- 1) Only the steward directly involved in the grievance at the work location will be paid by the Company.
- 2) If additional stewards are requested, such request will be granted but at the expense of the Union.
- 3) Travel expenses incurred by the steward will be paid by the Union.

SECTION 2. Grievance Procedure. The Grievance Procedure shall be as follows:

- (A) **First Step.** The written grievance shall be presented first by the employee, who may have the assistance of the Union's designated representative, to the respective Superintendent, or his representative. A written decision shall be returned to the employee within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, after the day on which the grievance was first presented. However, no settlement of any grievance shall be made without notifying the Union's designated representative.
- (B) **Second Step.** If the response received in Step 1 does not resolve the complaint, and the employee wishes to pursue the grievance further, then the Business Manager of the Local Union, or the designated representative, shall request a meeting with the Division Manager or his/her representative within thirty (30) working days, exclusive of Saturdays, Sundays and Holidays, after the employee/s has received management's first step response. The Division Manager or his/her representative shall investigate the grievance. The meeting shall be held no later than the 20th working day after the day on which the meeting was requested, unless a later date is mutually agreed upon. The Division Manager or his/her representative shall give the Company's response in writing within thirty (30) working days, exclusive of Saturdays, Sundays and Holidays, of the second step grievance meeting to the Business Manager of the Local Union.

Resolutions of, or the failure to resolve, complaints or grievances shall not in any way modify or change the terms and conditions of this Agreement, nor any Supplemental Agreement, practice or procedure.

- (C) Any of the time limits specified above in this Section can be extended by mutual agreement.
- (D) All grievances relating to discharge actions may, at the option of the Union Business Manager, be submitted directly to the Second Step of the Grievance Procedure.

SECTION 3. Arbitration. When a grievance covered by a specific provision of this Agreement cannot be resolved through the Grievance Procedure, then the party who desires to submit the matter to arbitration shall notify the other party in writing within thirty (30) working days, exclusive of Saturdays, Sundays and Holidays, after receipt of the written decision described in step two. The matter shall then be submitted to arbitration in accordance with the following procedure:

- (A) Notification of the Local Union's request for arbitration shall be made in writing to the Vice President-Missouri-Energy Delivery Distribution Services or his representative. Notice of the Company's request to arbitrate shall be made in writing to the Union Business Manager.

The written notification to arbitrate shall set out the specific issue/s and section/s of the contract that are in dispute.

The other party shall respond within ten (10) working days, exclusive of Saturdays, Sundays and Holidays, acknowledging receipt of the notice to arbitrate.

- (B) The arbitrator shall limit the scope of the investigation and decision to the specific issues as originally submitted. The arbitrator shall be selected in the following manner:

The party requesting arbitration shall request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) arbitrators.

A designated representative of the Company and a designated representative of the Local Union shall alternately (starting first with the Company in even numbered years and the Local Union in odd numbered years) strike one name from the list until one name remains, and this person shall serve as the impartial arbitrator.

The FMCS shall be notified of the final selection. The party requesting arbitration shall also notify the person selected to be the arbitrator and request a date, time and location for the arbitration hearing, subject to approval of both the Local Union and the Company.

The arbitrator shall not have the authority to change, amend, modify, supplement or otherwise alter this Agreement in any respect whatsoever. The sole function of the arbitrator shall be to decide issues on the basis of facts and proper application and interpretation of the Agreement.

- (C) All decisions rendered by the arbitrator shall be binding upon both parties, and shall be in writing with each party being supplied a copy thereof.
- (D) Each party shall bear the expenses of its witnesses and transcripts (if any) in connection with the arbitration hearing. The expenses of the neutral arbitrator and hearing room shall be borne equally by the Local Union and the Company.

SECTION 4. Brotherhood or Company Complaints.

- (A) A grievance originating with the Brotherhood shall consist of a claim or charge by the Brotherhood that this Agreement has been violated by the Company insofar as it affects the status, right, privileges or duties of the Brotherhood as an organization. Any such grievance originating with the Brotherhood shall be taken up by the Business Manager of the Brotherhood with an accredited representative of the Company and an endeavor shall be made to reach an agreement concerning the matter in question. If they are unable to reach an agreement within seven (7) working days, exclusive of Saturdays, Sundays and Holidays, the complaint shall be reduced to writing and submitted as follows:

The written grievance shall be presented by the Local Business Manager to the Vice President-Missouri-Energy Delivery Distribution Services or his representative of the Company. If a settlement is not reached within fifteen (15)

working days, exclusive of Saturdays, Sundays and Holidays, from the date of notice, the matter shall be submitted to arbitration as provided in Article 2, Section 3.

- (B) A grievance originating with the Company shall consist of a claim or charge by the Company that this Agreement has been violated by the Brotherhood insofar as it affects the status, right, privileges or duties of the Company as an organization. Any such grievance originating with the Company shall be taken up by an accredited representative of the Company with the appropriate Business Manager of the Brotherhood and an endeavor shall be made to reach an agreement concerning the matter in question. If they are unable to reach an agreement within seven (7) working days, exclusive of Saturdays, Sundays and Holidays, the complaint shall be reduced to writing and submitted as follows:

The written grievance shall be presented by the Vice President- Missouri-Energy Delivery Distribution Services or his representative to the Union Business Manager. If a settlement is not reached within fifteen (15) working days, exclusive of Saturdays, Sundays and Holidays, from the date of notice, the matter shall be submitted to arbitration as provided in Article 2, Section 3.

- (C) **Interpretation of Provisions.** Upon notice by a local representative of the Brotherhood or the Company of a question regarding the interpretation of this Agreement, the policies and working conditions in effect before such question or controversy arose shall remain unchanged until final settlement is made in accordance with the terms of this Agreement.

ARTICLE 3

SECTION 1. Cooperation. It is the policy of the Company and the Local Union for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and of promoting harmony and efficiency to the end that the Company and the Local Union and the general public may mutually benefit, to cooperate with each other in fulfilling the terms of this Agreement.

SECTION 2. Public Regulation. The parties hereto recognize that the business of the Company is subject to regulation by the State of Missouri through the Public Service Commission and other governmental agencies in accordance with law. The parties agree that such regulation shall be respected and complied with by both parties to this Agreement.

SECTION 3. Functions of Management. The Local Union recognizes that the management of the Company, the direction of the working forces, the determination of the number of men it will employ or retain, and the right to make reasonable rules and regulations governing the operation of its business and the conduct of its employees while on duty, to hire, suspend, discharge for just cause, promote, demote or transfer, and to release employees because of lack of work or for other proper and legitimate reasons are vested in and reserved by the Company, subject, however, to the provisions of this Agreement and the employee's right of adjusting grievances as provided for herein.

SECTION 4. Contract Work. The Brotherhood and its members recognize the right of the Company to contract out work or to utilize other Union Electric employees where it can be done more advantageously than by its own forces, provided that the Company shall not contract out any work if it would result in laying off of any Company personnel, and further provided that electrical contract work will be performed by Union men when reasonably possible.

ARTICLE 4

SECTION 1. Employees Defined. For the purpose of this Agreement there shall be two types of employment as follows:

(A) **Probationary Employees.** A Probationary Employee is one hired with a view to filling a regular position, and one who, before being advanced to the status of a Regular Employee, must serve for a period of six (6) months during which his qualifications for the work can be determined. The right to release employees within six months of the date of their employment shall be vested exclusively in the Company without regard to any other provision of this Agreement. The Company shall have the rights to exercise its own judgment during this period as to fitness for retention as an employee. Such employees, however, are covered by the provisions of this Agreement and

have the rights as provided in Article 2 to have grievances or differences taken up with the Company as provided therein, except on matters pertaining to their retention as employees.

(B) **Regular Employees.** A Regular Employee shall be one who is employed on a full-time basis for the routine conduct of the Company's business, who has passed through the probationary period.

It is understood and agreed that individuals employed for part-time or occasional work are not subject to the provisions of this Agreement.

SECTION 2. Seniority Defined. Seniority, as used in its application to any employee covered by this Agreement, is defined as the total length of continuous service in one or more of the classifications as provided in Article 8, Section 3, and Schedules "A" and "B." Seniority is not transferable from one Occupational Group to another but remains where earned.

By March 1 of each year the Company will furnish to the Business Manager a list showing occupational group seniority as shown in Schedule B. The list will reflect employee status as of December 31 of the previous year.

The Company will provide the Local Union with a roster of bargaining unit employees quarterly to include: Name, Classification, CED, Home Address and Work Location (payroll unit number).

SECTION 3. Promotions-Transfers. When promoting or transferring an employee, consideration shall be given to seniority in his Occupational Group. If a promotion or transfer is not given to the employee with seniority, such employee shall be given the reasons, if so requested by the employee or his representative.

When filling temporary vacancies by promotion or transfer in towns within each district, consideration will be given to seniority in the occupational group in the following priority so far as is possible: (1) crew, (2) work headquarters.

SECTION 4. Fitness and Ability. Seniority shall govern subject to Fitness and Ability. The determination of Fitness and Ability shall be the right and responsibility of the Company, provided that in the event an employee feels that

he has been discriminated against, he may present a complaint under the Grievance Procedure.

In the measurement of Fitness and Ability of an employee, consideration will be given to the following qualifications:

- (a) has the necessary physical qualifications to do the work
- (b) has had experience related to the job
- (c) performs his work in the manner in which the Company requires it to be done
- (d) cooperates with his supervisor in doing the work
- (e) observes the rules and regulations of the Company
- (f) protects the property and interests of the Company
- (g) reports for work with promptness and regularity
- (h) works in harmonious relationship with his fellow workers
- (i) possesses the necessary capacity to perform the required duties of the job in question
- (j) attitude toward advancement and assumption of additional responsibility

SECTION 5. **Work in Other Classifications**

(A) **Work in a Higher Classification:** When an employee is temporarily transferred to a higher classification, and continuously performs the duties of the higher classification for four (4) hours or more, he shall receive the rate of pay of the higher classification except the trainee under direct supervision will not receive the higher classification and rate of pay until he assumes the duties of the classification without supervision. Specific exemptions as contained in Article 7, Sections 3 and 5, shall not be subject to this provision.

Any employee stepped up temporarily shall not be returned to a lower rate of pay during the time off for holidays or illness (not to exceed two (2) consecutive days).

(B) **Work in a Lower Classification:** When an employee is temporarily performing work in a lower classification he shall suffer no reduction in pay.

However, if permanently performing work in a lower classification he shall be properly classified and receive the pay of the lower classification.

- (C) The Brotherhood agrees for its members that the duties assigned to employees within the bargaining unit in construction, maintenance and operations shall be performed by employees in the bargaining unit classifications as directed, and the Company agrees that except for "emergencies" as defined in Article 6, Section 1(D), and for instruction purposes, such duties shall not be performed by employees in classifications not included in the bargaining unit.
- (D) When an employee becomes physically unable to perform the duties of his classification due to a cause other than his own gross misconduct or injury sustained while working in employment outside the Company, the Company will make reasonable effort to assign him to another job, if available, which he is qualified and physically able to perform, and in such cases the seniority provisions of this Contract shall not be applicable. It is understood that there will be no requirement on the Company to add a job or to place the employee in a job he is unable to perform.

The rate of pay in the new job shall be determined as follows:

- (1) If the employee has ten years or less of service at the time the disability begins, his rate of pay shall be the rate of the new job to which he is assigned, but not more than the rate he was receiving when the disability began.
- (2) If the employee has more than 10 years of service, but less than twenty-five at the time the disability begins, and if the rate of the new job is less than the rate he was receiving when the disability began, he shall receive the rate of the new job, plus the following adjustment for each year of service in excess of 10 years: 7% of the difference between the rate of the new job and the rate he was receiving when his disability began, but not to exceed an aggregate of 100%.

- (3) If the employee has 25 years or more of service at the time his disability began, his rate of pay in the new job shall be the same rate he was receiving when the disability began.
- (4) If the employee's rate of pay as determined above exceeds the rate of the new job, it shall remain unchanged unless or until the rate of the job exceeds that amount.

If a partially disabled employee who has been placed in a lower rated job later becomes qualified to fill a job more nearly corresponding in rate of pay to his former pay rate, he will be given consideration should such a higher rated job become available. In such cases, the seniority provisions of this Contract may be waived upon the mutual agreement of the Company and Union.

SECTION 6. Transfer of Employee. No permanent transfer of an employee from one classification, job title, department or city, to another shall be made unless such employee is agreeable to such transfer, except as covered below and by Article 4, Section 5(B).

It is understood between the Brotherhood and the Company that employees who become Apprentice Linemen after October 1, 1993, may be required to take one transfer in the second year of their apprenticeship or for three (3) years after becoming a Journeyman in order to have qualified personnel where needed, provided that the Company shall have notified such employees of this provision at the time their apprenticeship is begun. If such transfer becomes necessary, the Company will designate the city from which the transfer can be made and the classification from which the transfer must occur. If no individual is agreeable to the transfer, the person in the desired classification (apprentice or journeyman) with the least seniority in the Occupational Group in the designated city from which the transfer is being made will be transferred.

SECTION 7. Layoffs. (a) When it is necessary to curtail forces within a seniority group due to lack of work changes brought about by technological developments or other reasons, consideration shall be given to Seniority, Fitness and Ability. Seniority in the respective Occupational Groups shown in Article 8, Section 3, Schedules "A" and "B," shall govern subject to Fitness and Ability. Determination

of Fitness and Ability shall be the right and responsibility of the Company, provided that in the event an employee feels that he has been discriminated against, he may present a complaint under the Grievance Procedure.

(b) Any regular employee subject to layoff due to curtailment of forces shall be given two weeks advance notice. In addition, if he has ten (10) or more years of continuous service with the Company, he shall be allowed two (2) weeks (80 hours) severance pay; if he has twenty (20) or more years of continuous service with the Company, he shall be allowed four (4) weeks (160 hours) severance pay. The provisions of this paragraph shall not apply if the employee is terminated for any reason other than layoff, nor if he is offered another job anywhere in the Company at an equivalent or higher rate of pay.

SECTION 8. Termination of Seniority. The seniority of an employee shall terminate under any of the following conditions: (a) when he quits; (b) when he is discharged; (c) when he is laid off for a period in excess of twelve (12) consecutive months.

ARTICLE 5

SECTION 1. Excused Time Off. The Company and the Union recognize that excused time off benefits provided in this Agreement represent a substantial potential cost and that excused time off benefits are not intended to be considered as earned time off for any reason except for bona fide reasons.

(A) Employee Illness

1. In case of bona fide illness where an employee is unable to report for duty, he shall be paid during such illness as follows:
 - (a) Employees with less than one year of service, no pay.
 - (b) Employees with one or more years of service shall receive pay for actual time lost during such illness up to a maximum of not to exceed two weeks (10 workdays) in any calendar year.

Payment of sick leave for the first ten days of illness annually shall begin with the first hour of absence in each instance of illness. However, the Company shall have the right to notify any employee on an individual basis that after the fourth time off in any calendar year, the first two hours off for each illness thereafter shall be without pay, and for any illness after six times during the calendar year, the first four hours shall be without pay unless the employee is required to be off for doctor's care or clinical treatment at the doctor's request or is hospitalized or off due to a compensable injury. Then no charge will be made against the number of times off in the calendar year.

2. It is the intention of the parties to coordinate the sick leave plan with an insured long term disability plan which has a waiting period of 6 months; therefore, unused sick leave shall be cumulative from year to year and may be used for sickness or accidental injury but not for an illness or injury experienced in an outside gainful occupation. The accumulated illness shall be used as provided below:
 - (a) In case of a serious illness requiring clinical care or hospitalization at the doctor's request where an employee is unable to report for work, such case shall be handled as follows: The employee shall be entitled to any illness time accumulated but not used during his past 13 consecutive years of service for bona fide illness but only under these conditions:
 - (1) The employee must be unable to report to work and shall provide the requested certificates from his doctor, and
 - (2) The employee must use all of his unused illness time for the current year at full pay, and
 - (3) The employee's pay for extended illness time beyond eighty hours annually will be based on his then base rate.
 - (4) The employee shall be entitled to these benefits for the period of entitlement as defined above but in no case longer than 13 consecutive weeks per illness.

The employee shall not be entitled to vacation, holiday, or illness pay while drawing benefits from workers' compensation, long term disability insurance, life insurance, or any other benefit except major medical.

- (b) All benefits under this section shall be designed and administered so as to achieve compliance with or exceed all federal and state laws.
3. The Company shall have the right to inquire as to the cause of the employee's illness and reserves the right to refuse any payment and to take appropriate disciplinary action where investigation indicates undue advantages are being sought by the employee under this provision for pay during illness.

If an employee has an illness which would qualify them for Long Term Disability, but they have not accumulated sufficient sick leave to carry them through the six (6) month waiting period, the Company will give consideration to providing the employee additional paid sick leave. However, it is understood that such sick leave pay will not be at full pay.

(B) **Death in Family.** Employee shall be allowed reasonable time off as described in this section for the purpose of making arrangements and attending the funeral when a death occurs in the family. It shall be understood that family members mean:

- 1. **Immediate** family members are spouse, mother, father, sibling, child or step-child, grandchild, grandparents, mother-in-law, or father-in-law.
- 2. **Other** family members include son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

If an employee is notified during his regular workday of a death in his immediate family, he shall be released from duty for the remainder of the day with no loss of base pay. In addition, the employee shall be entitled to two calendar days off, following the day of death; specifically (1) the day

following the day of death and (2) the day of the funeral. If either or both of these days occur on regular workdays, the employee will incur no loss of base pay.

Time off with pay of one day to attend the funeral of other family members shall be granted if the funeral is held on a regular workday. Additional time off without pay will be granted upon request.

- (C) **Pallbearer.** An employee shall be allowed time off without loss of pay up to one day to serve as pallbearer for a deceased employee.
- (D) **Jury Duty.** Time off with base pay will be allowed for an employee to report and serve on a jury. The Company will not withhold any jury fees from the employee's pay unless the fees exceed 25% of the base pay. If the employee does not report for jury duty until late in the day or is released early, he shall be required to report to his work headquarters for work assignments. When assigned to jury duty, shift workers working the evening or midnight shift will be rescheduled to the day shift, provided it doesn't unduly affect the operations of the Company and provided that the Company may require an employee to cross shift lines to fill the vacancy caused by the rescheduling.

SECTION 2. Partial Salary in Addition to Workers' Compensation Due to Occupational Injuries.

- 1. Time off because of occupational injuries under the applicable Workers' Compensation Law shall be allowed with Compensation as set forth in the Act.
- 2. In addition to such legal requirements, the Company shall continue its policy of paying partial salary during such "time off" as follows:
 - (a) For the first week or fractional part thereof, payment shall equal employee's regular "straight-time" base pay (including legal requirements) for the actual time employee is unable to perform assigned duties up to a maximum of eight weeks.

- (b) If the disability continues beyond eight weeks, employee shall be paid 62.5% of such salary (including legal requirements) but not to exceed five (5) additional weeks.
 - (c) If the disability continues thereafter, only the amount required by law shall be paid under this provision.
3. Employees who have not completed one year of continuous service shall be paid only the amount required by law.
 4. The employer shall have the right to conduct a Post Accident Drug Test immediately following any occupational injury and accident. Benefits payable under Missouri Workers' Compensation laws may be reduced as allowed by law for violations of Ameren's Drug and Alcohol Policy.

SECTION 3. Vacations. All regular employees shall be entitled to receive a scheduled vacation each calendar year based on his years of continuous service. The length of vacation shall be in keeping with the table below, provided said employee shall have been in the continuous employment of the Company for a period of twelve consecutive months prior to the date of such vacation. An employee with more than one year of continuous service may schedule and take his vacation in advance of his anniversary date in that calendar year in which the vacation is due. Whenever reasonably possible, employee shall have his preference as to the time of such vacation. Adjustments will be made in vacation schedules at the request of the employee whenever, in the judgment of the supervisor, this can be done without interference with the Company's work and without undue inconvenience to the Company or other employees. Vacations shall not be cumulative from year to year. Vacation schedules shall be posted as soon after the first of the year as practicable.

Original requests for vacation in January shall be submitted by December 31 of the preceding year and requests for the remainder of the year shall be submitted by April 1 of the current year. In the event of a conflict in vacation dates in the original request that cannot be worked out by the employees involved, the conflict shall be resolved by granting such vacation to the senior employee in his Occupational Group at his work headquarters; provided that a sufficient number of qualified employees remain available to cover reasonable manning requirements.

Any employee who does not request all of his vacation in accordance with the above procedures by April 1 will have the appropriate number of vacation days scheduled and posted by his supervisor, after discussion with the affected employee or employees.

During his vacation, employee shall receive pay as though he had worked the indicated hours at his base hourly wage.

Effective January 1, 1990, the following changes will be made in the vacation schedule.

PRESENT SCHEDULE		NEW SCHEDULE	
<u>Years'</u> <u>Service</u>	<u>Vacation</u>	<u>Years'</u> <u>Service</u>	<u>Vacation</u>
1-5	2 weeks (80 hours)	1-5	2 weeks (80 hours)
6-12	3 weeks (120 hours)	6-14	3 weeks (120 hours)
13-19	4 weeks (160 hours)	15-23	4 weeks (160 hours)
20-25	5 weeks (200 hours)	24 & over	5 weeks (200 hours)
26-plus	6 weeks (240 hours)		

Employees hired prior to June 1, 1973, will remain on the "present schedule." All other current employees will be allowed to progress to the next level of vacation under the present schedule. A one-week carry-over provision for vacation will be provided. This will allow employees who are unable to use their vacation by the end of the year to carry over up to five days to the next year. Carry-over vacation is subject to supervisory approval and must be taken before regular vacation can be utilized.

All vacation scheduling is subject to approval by the supervisor to assure sufficient staffing levels are present.

With the consent of the Company, an employee who is entitled to in excess of two (2) weeks (80 hours) of vacation may elect to work during such excess vacation, and for such excess vacation time shall be entitled to be paid his normal rate for each such hour worked, in addition to being credited with the regular straight time

vacation pay. The decision of the Company in the giving or withholding of its consent shall be final and not subject to the Grievance Procedure.

Employees will be allowed to carry over vacation in connection with retirement under the following conditions:

- (A) When an employee who is scheduled to retire during any given year and elects to work up to his retirement date or
- (B) When an employee who is scheduled to retire on January 1 or February 1 of any given year elects to work the entire preceding year.

Any employee laid off due to curtailment of forces who has not received his vacation for the calendar year, shall be allowed his unused vacation.

SECTION 4. Leave of Absence.

- (A) **Union Representatives.** Any employee covered by this Agreement who is elected or appointed to an office, either part time or full time, in the Local Union requiring his absence from duty with the Company shall, upon written request, be granted leave of absence for a period not to exceed three (3) years, to run concurrently with his term of office, provided it is practicable for him to be relieved of his duties with the Company. During such absence, he shall continue to accrue seniority with the Company, and he shall be allowed to continue participation in the Group Major Medical Expense Benefit Plan, Group Long Term Disability Plan, Group Life Insurance Plan, the Retirement Plan and the Savings Plan. Employee payroll costs relating to wages, benefits, taxes and other payroll deductions (including administrative costs) will be reimbursed by the respective Local Union to the Company on a monthly basis. When wages are a factor in computing the level of benefits or premiums under these plans, they shall be the current wages paid by the Company for the classification.

Upon the employee's return to the service of the Company, he shall be reinstated to his former position, or its equivalent, provided he has the Fitness and Ability to perform the work.

Union representatives shall not stop or interrupt work of employees for the transaction of Union business except as provided in Article 1, Section 5.

(B) **Military or Maternity Leave.** Conditions of re-employment of former employees on military leave or return to duty of employees on maternity leave shall be governed by Federal laws and regulations.

SECTION 5. Holidays. The following holidays will be recognized by the Company: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and a Personal Day. Where the holidays are nationally celebrated, they will be observed by the Company on the day nationally observed.

An employee may observe the Personal Day on any day of the year selected by the employee, provided it is agreeable to the Company. The Personal Day shall be scheduled in accordance with Article 5, Section 3 (Vacations).

When a holiday falls within an employee's regular work schedule, he shall be paid for eight (8) hours at his regular base hourly rate if he is not required to report for duty. If such employee is required to work, he shall be paid premium pay at the rate of one and one-half (1 1/2) times his regular base hourly rate for each hour worked on such holiday, in addition to being paid the regular straight-time pay for the holiday. An employee required to report to work on the holiday, except for call-outs for emergencies, shall be paid at the premium rate for a minimum of four (4) hours.

If a recognized holiday falls on an employee's regularly scheduled off day, the next regularly scheduled workday shall be considered as a holiday and treated as such. However, in cases where local conditions make closing of Company property on the workday following the holiday impracticable, the Company may designate the workday preceding the holiday as the day off for such employees as it deems are needed. When the preceding day is designated as the holiday, a 15-day notice shall be given to the employee.

SECTION 6. **Expenses Allowed.**

- (A) The Company will pay all reasonable traveling expenses, lodging and meal costs when employees are sent away from their normal work area to work.
- (B) Job site. When employees are required to report and work at a job site within their normal service territory, away from their headquarters where they normally report for work, they will be paid a reporting allowance of \$10.00 per day. The above applies to regular work.

SECTION 7. Inclement Weather. During cold weather employees will load trucks and work will proceed at temperatures of 12° F and higher unless other inclement weather conditions are present such as snow or rain. A light snow, snow laden wind, intermittent drizzle, or mist are forms of precipitation that would not be defined as inclement and will not of itself prevent work. However, if Supervision determines that the weather is inclement as defined above, the crew will stand by in cabs or in any available sheltered location for an hour, after which consideration will be given as to whether men will continue to stand by or be returned to the works headquarters.

If it is decided that weather is inclement, the employees involved shall be released from regular duties and will be held during regularly scheduled working hours with pay pending emergency calls. During this time they may be given first aid, safety, or other instructions, or may be assigned work in sheltered locations.

Crews at the headquarters or at job site locations may be assigned to remove material and equipment from trucks for maintenance, regardless of temperature, provided it can be accomplished without prolonged exposure to the elements.

SECTION 8. **General Provisions.**

- (A) **Non-Shift Employees.** The parties hereto recognize that the business of the Company requires continuous operation for twenty-four hours of each day and that in such operation, it is inherent that working schedules be established and it is recognized that from time to time changes in working schedules for “non-shift” employees may be necessary to meet conditions of operation, except as provided in Article 6, Section 2.

- (B) **Shift Employees.** Working schedules will be established by the Company for shift employees and shall be subject to change or modification by the Company to meet changing conditions and requirements of service to the public.
- (C) Seven days advance notice will be given when changing schedules as described in (A) or (B) above. Work outside of the regular schedule shall be paid in accordance with Article 6, Section 1.
- (D) Employees working shifts may be required to do outside work during inclement weather if such work is necessary for the maintenance of service or for the operation of equipment, but not for the routine maintenance work.

ARTICLE 6

HOURS OF WORK - OVERTIME - CALL-OUTS

SECTION 1. **Definitions.** The following terms used in this Agreement shall be defined as indicated.

- (A) **Straight Time.** "Straight Time" shall be the hours worked within any scheduled workday of eight (8) hours and within any scheduled work week of forty (40) hours, and shall be compensated for at regular rate of pay.
- (B) **Overtime.** "Overtime" shall be the time worked outside of the regularly scheduled straight-time hours, or time worked in excess of forty (40) hours per week, and shall be compensated for at one and one-half (1 1/2) times the base hourly rate of pay. When responding outside of Ameren Missouri property to perform work, all hours shall be paid at double time (2.0).
- (C) **Premium Time.** "Premium Time" shall be all hours worked other than overtime for which a rate higher than the regular rate of pay is specified in this Agreement.
- (D) **Emergencies.** An "Emergency" is any situation wherein it is necessary for the Company and its employees to take immediate action in order to prevent

serious injury, restore service, save life, or prevent damage to property or interruptions of service to the public.

(E) **Call-Outs for Emergencies and Prearranged Overtime.** Employees called after being relieved at the regular quit time shall be credited with three (3) hours at the overtime rate, provided, however, that:

1. Should another emergency occur within the credited call-out times mentioned above, the whole period from the time of the first call shall be considered as one continuous overtime period.
2. In case it is stormy and more trouble is likely to occur, the employees may be held for the duration of the credited call-out time.
3. If the specified "credited call-out time" or "prearranged overtime" overlaps the starting time of their regular workday, the overtime rate applies only until the regular assigned starting time.
4. Prearranged overtime shall be arranged by the Company and notice given the employee prior to being released from his last regular work period, including holdover periods, preceding the required reporting time. (Prearranged overtime is work performed by the employee which cannot be done during his regular schedule work hours other than emergencies as defined in paragraph (D) above.) The employee shall receive pay at the "overtime rate" as provided in Article 6, Section 1(B). Employee reporting to work in accordance with such prearranged overtime shall receive a minimum of two (2) hours at the overtime rate on the employee's regular workdays and a minimum of four (4) hours on the employee's regular days off and on holidays, except as provided in (E) 3 above.
5. An employee who has worked sixteen (16) hours or more continuously (excluding meal periods), or who has worked more than sixteen (16) non-continuous hours in a 24 hour period (excluding meal periods), shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If this rest period extends into his regularly scheduled working hours for four hours or more he shall be excused

from his regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into his regularly scheduled hours by less than four hours, he shall be excused from that portion of his regular hours, and lose no pay thereby.

For any time worked in excess of sixteen (16) hours in any period of twenty-four (24) hours, or until relieved, an employee shall be paid the premium rate of double time (2.0) for such work.

6. When employees are called out for overtime work preceding a regular work period, they will be allowed a period of rest equal to one half (1/2) the actual time worked between the hours of 10:00 p.m. and 6:00 a.m., if all of the following conditions occur:
 - (a) The employee(s) worked three (3) hours or more of overtime in the sixteen (16) hour period preceding his regular work schedule.
 - (b) The total time between release from the overtime assignment and the start of the regular workday is less than eight (8) hours.
 - (c) Operating conditions permit the release of the employee(s).

Such hours at rest will be considered as allowable hours at straight time pay. The employee(s) may, with approval of the supervisor, start his regular work period and receive the rest time due at the end of this regular workday.

7. No employee shall be required to remain at a location designated by the Company on his regular "days off" as "stand-by" without compensation.
8. The employee's callout time will begin when the employee receives the call if he has a Company vehicle at his residence. Otherwise, the employee's callout time will begin when he arrives at the work headquarters.

9. Employees at the headquarters prior to their normal start time can be assigned emergency work. They will be paid the applicable overtime rate until the start of their normal shift, subject to Article 6, Section 3 (A), "Overtime Work." No meal is applicable.

SECTION 2. Working Hours. Eight (8) consecutive hours, excluding time taken out for meals, shall constitute a regular day's work. Presently established hours of work in each department or subdivision shall not be changed unless operating conditions or necessary maintenance or repair work make such a change necessary. Any proposed changes in presently established working hours will be discussed with the Local Union.

Five (5) consecutive working days, from Monday to Friday, inclusive, followed by two (2) consecutive idle days shall constitute a regular work week, except wherein continuous service operations or necessary maintenance or repair work require otherwise.

It is the understanding, in applying the above, that the necessities of public relations and satisfactory operations of the Company's facilities may require other than standard hours and require split days off in some instances, but that insofar as is practicable the two idle days in each work week will be consecutive days.

Extended Scheduled Work Week. The above hours of work may be extended under the following conditions:

The extended work schedule shall be for at least five (5) consecutive workdays. Employees reporting to work on an extended work schedule who remain on the job for the scheduled hours shall be entitled to the total number of hours scheduled, except in case of inclement weather, when any hours scheduled past the regular quitting time may be canceled, if the employee is released from duty. Extended schedule may be changed back to a 40-hour work week upon a 24-hour notice to affected employees.

- (A) **Service Work.** Servicemen shall be rotated to provide only necessary crews and may be required to work any five (5) consecutive days between Monday

and Saturday inclusive. Schedules of work may be arranged to coincide with office hours.

- (B) **Shift Employees.** Regular working hours for shift employees shall be forty (40) hours per week and shall consist of five (5) days of eight (8) working hours each, including Saturdays, Sundays and holidays, and so arranged that days off from work will be consecutive so far as practicable. Shift schedules shall be so arranged as to rotate shifts at specified periods.

Working Hours for Training Purposes. When training is held outside of the employee's district, an employee's working hours may be changed to coincide with the starting and quitting time of the training session.

Ten Hour Work Day. It is hereby agreed that the work week of construction crews may consist of four (4) consecutive ten (10) hour working days (Monday through Friday only) if such schedule is mutually acceptable to the Company and the employees on the crew.

It is further agreed that any replacement employees assigned to such crews working four (4) ten (10) hour days per week shall also work those hours.

SECTION 3. **Overtime Work.**

- (A) Overtime work shall be divided as equally as possible among the available employees who regularly perform the work to be done.
- (B) There shall be no duplication of overtime allowed for the same hours worked.
- (C) Employee will accept call-outs for emergencies and prearranged overtime if it does not cause an unusual hardship.
- (D) With respect to overtime work, whenever there is a choice between a regular employee and a temporary, part-time or occasional employee, a trainee or a summer student, and both are not needed, preference shall be given to the regular employee.

- (E) A record of overtime will be kept and made available to employees in like classifications.

ARTICLE 7

SPECIAL WORKING RULES, CONSTRUCTION AND MAINTENANCE CREWS

SECTION 1. The Company shall furnish rubber gloves, protection shields, rubber blankets, and other necessary protective equipment when such shall be required.

SECTION 2. **Working Rules**

- (A) **Line Construction Crews.** Line construction crews shall be under the supervision of a Construction Supervisor and/or Senior Lineman as assigned, and shall be manned by such other qualified personnel as needed to safely and efficiently perform the work at hand in accordance with the Safety Manual and this Agreement. Construction units shall be driven and operated by qualified personnel.

The ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to each two (2) Journeymen.

- (B) The combining of service crews for occasional small construction jobs or maintenance shall not constitute a construction crew. Where necessary, the combining of service crews for occasional small construction and maintenance work will be continued during daytime.
- (C) When a crew is split into units and the general work of the crew is under immediate supervision as set forth above, no additional supervisory classification shall be required.
- (D) Any regular labor crew consisting of four or more Laborers shall be under the supervision of a Construction Supervisor.

(E) Special Equipment: Aerial Basket and/or Hole Digging-Pole Setting Units

Special equipment such as the Aerial Basket Unit and/or hole digging-pole setting unit to which two (2) or more Journeymen are usually assigned shall be under the supervision of a Construction Supervisor or Senior Lineman and shall be manned by such other qualified personnel as needed to safely and efficiently perform the work at hand in accordance with the Safety Manual and this Agreement. The units shall be driven and operated by a qualified person. The Senior Lineman assigned to the unit shall be assigned by seniority as prescribed in Article 4, Section 3. When personnel working from an aerial basket unit assigned to construction and maintenance are used for occasional tree trimming, they shall suffer no change in classification.

All equipment not engaged in work specifically mentioned above in this Section 2 will be manned by qualified personnel according to the work load and job hazards involved.

SECTION 3. Relief of Construction Supervisor or Senior Lineman.

When an employee is temporarily upgraded to a Construction Supervisor he shall be paid a wage rate which is twenty percent (20%) higher than the Senior Lineman straight time wage rate. The appropriate overtime rate will be applied to this rate of pay for all overtime hours worked while upgraded to a Construction Supervisor. It is agreed that under normal conditions bargaining unit employees will not be forced to take an upgrade to Construction Supervisor; however, if all eligible employees turn down the temporary upgrade, management may elect to force any employee it believes is qualified to accept an upgrade to Construction Supervisor. Selection for upgrade to Construction Supervisor shall not be based on any seniority consideration. The Company retains the sole right to determine who is eligible and/or qualified for temporary upgrades to Construction Supervisor.

When a Senior Lineman is to be absent from the crew four hours or more where two or more Linemen remain on the crew, a Journeyman Lineman shall be designated as temporary Senior Lineman.

SECTION 4. Ratio of Apprentices to Journeymen. It is understood between the Brotherhood and the Company that the Company will endeavor to maintain, insofar as possible, a ratio of Apprentices to Journeymen, on hot line work, of not exceeding one (1) Apprentice for each two (2) Journeymen on each crew. It is understood that this rule does not apply when a crew is not working energized primary.

SECTION 5. Work of Apprentices. The class of work done by an Apprentice Lineman throughout his apprenticeship is dependent on the skill and knowledge of the Apprentice and is detailed in the Apprentice Lineman Training Program.

SECTION 6. Two Journeymen Required. A Journeyman working on energized primary conductors shall be accompanied by another Journeyman except in case of emergency. (Subject to the attainment of required number of Journeymen as provided under Section 4 of Article 7.)

SECTION 7. Underground Cable Work. It is understood that overhead construction and maintenance personnel may be assigned to install and maintain U.R.D. underground facilities which utilize mechanical kits, such as splice, stress cone and pothead kits, and similar connecting or terminating devices that do not require the use of hot metals; it is further agreed the above type work may be performed in connecting commercial customers.

SECTION 8. Piking Poles. When a crew is setting poles with pikes, the Construction Supervisor shall see that a sufficient number of men are used for safe and efficient performance - generally one man for each five to seven feet (length of pole), depending on the class or weight of pole to be set, unless block and tackle are used.

SECTION 9. Employees working on towers at heights of one hundred seventy-five (175) feet or more above ground level shall be paid a premium of one half (1/2) of their base hourly wage for such time as they work above such height; each such period of work shall be deemed to be at least four (4) hours for the purpose of determining premium pay under this section.

SECTION 10. Until successful completion of the two year Journeyman Lineman Apprenticeship Program and one year experience as a Journeyman Lineman,

employees shall not be eligible for temporary or permanent upgrade to Journeyman Serviceman (Job #1041) or Senior Lineman (Job #2020) or Shift Serviceman (Job #1042).

ARTICLE 8

QUALIFICATIONS AND JOB PERFORMANCE

SECTION 1. Examination of Apprentices. Apprentices shall pass a written examination before being advanced to a higher classification.

SECTION 2. Job Performance. The Brotherhood agrees that the members covered by this Agreement shall individually and collectively perform their work in accordance with the safety, engineering and construction procedures and instructions as directed by the Company. The Company agrees that its supervisors shall direct work to be done in accordance with its safety rules and regulations.

SECTION 3. Promotional Sequence Within Occupational Groups. Lines of promotion and progression within an Occupational Group are shown on the attached Schedules "A" and "B." Vacancies in Occupational Group (A) shall normally be filled by promotion from Occupational Group (C), except when such would exceed the prescribed ratio of Article 7, Section 2(A).

SECTION 4. Joint Safety Advisory Committee. The Company and the Brotherhood agree to the establishment of a Joint Safety Advisory Committee. The purpose of the Joint Safety Advisory Committee shall be to make recommendations to the Company on those general accident prevention programs and policies that affect the safety and well-being of the employees in the bargaining unit. The establishment and administration of the accident prevention policies, programs and procedures are vested in and reserved exclusively to the management of the Company. The Joint Safety Advisory Committee shall not deal with individual or group grievances nor handle matters of collective bargaining.

The Joint Safety Advisory Committee shall consist of five (5) members, two (2) members selected by the Brotherhood, three (3) members selected by the

Company, and one of the Company members will serve as Chairman. This committee shall meet quarterly or more frequently if the Chairman deems it necessary.

It is further agreed that employees engaged in such meetings during their working hours shall suffer no loss in pay (regular straight time) for time spent in these meetings.

ARTICLE 9

SECTION 1. Wages and Wage Rates. Wages will be computed on an hourly basis for the Job Classifications covered by this Agreement in accordance with the rates set forth in the applicable column in Schedule "B." All employees will be paid every two weeks.

SECTION 2. Shift Differential. Employees who work normal rotating schedules or employees working a permanent second or third shift shall receive a shift differential of \$0.92 per hour for all hours worked.

SECTION 3. Sunday Work. Employees who are scheduled to work on Sunday shall be paid an additional \$.50 per hour for their scheduled eight (8) hour tour of duty on that day. For other work on Sunday, employees shall not receive a Sunday premium rate but shall be paid the appropriate overtime rate.

ARTICLE 10

SECTION 1. The Company agrees to cooperate with the Brotherhood in collection of dues as follows:

- (A) As a convenience to any employee, monthly deductions of regular "Union" dues will be made from his salary upon written authorization from such employee.
- (B) Local 1439 will continue to use its present payroll deduction authorization card.

ARTICLE 11

General Provisions

1. Flex Time

By mutual agreement, normal starting time may be amended without penalty to accommodate extreme weather conditions and/or daylight savings time.

2. Tool Replacement Policy

The Company will establish and administer a uniform tool replacement policy providing for the replacement to employees of all personal tools required by the Company in the performance of their duties. Such tools will be replaced only when they are lost, broken, worn out, or unsafe while used by the employee on Company work. Stolen tools will also be replaced but only if they are stolen while on Company property. The tools will be of good quality and of standard manufacture. Employees shall be responsible for the reasonable use and care of such tools. Employees' personal tools turned in for replacement by the Company shall become the property of the Company.

3. Meals

All employees shall provide their lunch or shift midpoint meal on a daily basis, including Saturday, Sunday and holidays, except as follows:

When an employee is required to work more than one and one-half hour past his normal quitting time; the Company shall pay for his meals. If the overtime period is two hours or less, time spent eating meals shall not be on Company time. If the overtime period is more than two hours, thirty (30) minutes will be allowed for eating on Company time. If the overtime period continues, meals will be reimbursed or furnished at six-hour intervals until employee is relieved. When an employee is called to work and works on overtime for six hours or longer, the Company will either reimburse or furnish a meal after six hours and further meals every six hours thereafter until relieved from duty. The six hour interval will begin when the crew completes the meal.

When an employee is called to work more than two hours before his regular starting time, the Company will reimburse or furnish him with a meal. Meals shall be reimbursed or furnished to an employee who is held for overtime six hours past his last meal and a meal every six hours thereafter until relieved from duty. The six hour interval will begin when the crew completes the meal.

It is recognized that from time to time the employees' regular meal period during a regular tour of duty may need to be advanced or delayed. If the advancement or delay of the regular scheduled meal period is to be for more than thirty (30) minutes the employees shall eat their lunch as the job permits and both the time of the regular lunch period and the time spent eating lunch shall be considered and paid for as time worked.

It will be the responsibility of the Senior Lineman on the crew, or any employee who is required to work alone, to contact his/her supervisor in the event that it is anticipated that the assignment may require the need to advance or delay the regular meal period by more than thirty (30) minutes. The supervisor will determine if it will be necessary to advance or delay the meal period.

Prearranged Overtime, Employee's Days Off and Holidays

On the employee's days off and holidays, the employee will be responsible for all meals associated with the first eight hours of prearranged overtime work. Time spent eating meals during the first eight hour period will not be at Company's expense. If the prearranged work continues beyond 10 hours, a post-shift meal and thirty (30) minutes to eat will be provided by the Company.

Prearranged Overtime, Employee's Regular Work Days

On the employee's regular work days, prearranged overtime meals shall be covered as provided by the language for callouts and holdovers.

Any meal allowance shall not exceed \$10.00. An employee may elect to take "in lieu of" for any meal allowance provided by this policy. Such in lieu of payment will only be made if all members of the crew select this option.

4. Bulletin Boards

Company bulletin boards may be used to post notices of Union meetings and other proper matters pertaining to Union activities. The location of bulletin boards and the space thereon for posting such notices will be designated by the Company.

5. Commercial Driver's License

The Company will pay for the appropriate Commercial Driver's License necessary for all employees whose work requires that they have such licenses.

6. Safety Shoes

The Company will pay an annual allotment of \$150.00 toward the purchase of safety shoes in compliance with the Foot and Ankle Protection Policy. It is understood that the annual allotment will be subject to all applicable taxes.

(Year to be defined as a contract year October 1 - September 30)

ARTICLE 12

Benefit Plans

The following benefit plans are covered by Supplementary Agreements:

Long Term Disability Plan

The Company agrees that a Long Term Disability Plan, which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

Retirement Plan

The Company agrees that the present Retirement Plan, which is covered by Supplementary Agreement, shall be continued, as amended effective July 1,

1993, for the life of this Agreement. Age 65 will continue to be the normal retirement date.

Group Life Insurance Plan

It is agreed that for the term of the labor agreement the Company will provide Basic Life Insurance in the amount of two times the employee's annual base wage (maximum of \$50,000) at no cost to the employee for all full-time regular employees. In addition, the company agrees to offer opportunities for the employee to elect additional life insurance coverage for themselves and certain eligible family members. The cost for the additional coverage is subject to change, and these changes will be discussed with the Union prior to implementation. These changes will be implemented and effective on January 1, 2008.

For all retirements July 1, 2007, and thereafter, if an employee has at least 10 years of service after age 45, the Company will provide \$15,000 of life insurance coverage. As an exception, active employees who are at least 45 years of age as of June 30, 2007, and later retire with 10 years of service after age 45, will be grandfathered to receive retiree life insurance in the dollar amount of active employee life insurance (Basic plus Supplemental coverage) they have in effect on June 30, 2007 (with a minimum of \$15,000). If an employee has no Supplemental coverage in effect on June 30, 2007, the amount of retiree life insurance will be \$15,000, assuming the employee meets the eligibility requirements for retiree life insurance, regardless of age on June 30, 2007.

Upon actual retirement of these grandfathered employees, the grandfathered amount of coverage will continue until the first day of the month following their 67th birthday. The insurance coverage will then be reduced automatically at age 67 to one-third of the amount in effect at retirement, rounded to the next higher \$100. If the employee is over age 67 when they retire, the insurance will reduce as of the date of retirement.

This language supersedes all previous agreements and prospectively constitutes the entire agreement relative to the Ameren Group Life Insurance Plan.

Group Accidental Death and Dismemberment Insurance Plan

It is agreed that for the term of the labor agreement the Company will provide Basic Accidental Death and Dismemberment Insurance in the amount of two times the employee's annual base wage (maximum of \$60,000) at no cost to the employee for all full-time regular employees. In addition, the company agrees to offer opportunities for the employee to elect additional AD&D coverage for themselves and certain eligible family members. The cost for the additional coverage is subject to change, and these changes will be discussed with the Union prior to implementation. The Seat Belt Incentive Program is eliminated. These changes will be implemented and effective on January 1, 2008.

This language supersedes all previous agreements and prospectively constitutes the entire agreement relative to the Accidental Death & Dismemberment Insurance Plan.

Dental and Optical Expense Reimbursement Plan

The Company agrees that the Dental and Optical Expense Reimbursement Plan, which is covered by Supplementary Agreement, shall be continued for the life of this Agreement.

Group Major Medical Expense Benefit Plan

The Company agrees that the Group Major Medical Expense Benefit Plan, which is covered by Supplementary Agreements, shall be continued in effect as provided therein, except that the premiums required to provide coverage for dependents of employees may be adjusted annually.

Savings Investment Plan (401K)

The Company agrees to establish for the life of this Agreement a Savings Investment Plan (401K), which is covered by Supplementary Agreement.

ARTICLE 13

If any provision of this Agreement or the application thereof to any persons or circumstances shall be held invalid or in conflict with State or Federal Laws, such provision shall not be deemed a part of this Agreement, and shall be null and void, and the remainder of the Agreement as herein supplemented and amended shall not be affected hereby.

Labor Agreement Between
Union Electric Company and Local 1439 South

IN WITNESS WHEREOF the parties hereto have executed this Agreement on
this _____ day of _____ 2007

UNION ELECTRIC COMPANY

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Vice President, Energy Delivery-
Distribution Services

Business Manager,
Local Union No. 1439

Approved by the Negotiating Committee

For the Company

UNION ELECTRIC COMPANY

By _____

By _____

By _____

By _____

SCHEDULE "A"

SHOWING NORMAL LINES OF PROMOTION
 AND DEMOTION SUBJECT TO **SENIORITY &
 FITNESS AND ABILITY**
 SENIORITY IS NOT TRANSFERABLE FROM
 ONE OCCUPATIONAL GROUP TO ANOTHER
 BUT REMAINS WHERE EARNED
TO SUPERVISORY CLASSIFICATIONS*

A) Occupational
 Group



2020 Senior Lineman



2030 Jour. Lineman	→	
↑		
2044-2051 Apprentice	1041 Jour. Serviceman	1042 Shift Serviceman

*In the event of layoffs the youngest Construction Supervisor, as far as his service as a Construction Supervisor is concerned, may return to the bargaining unit and fill a vacancy under the following conditions: the junior employee in the occupational group will be laid off. The vacancy will then be filled by the surplus employee.

- Lateral transfers in occupational group (A) are initiated by the Company and for the purpose of this agreement shall be handled the same as a promotion.
- Promotions from one classification or occupational group to another are made to fill vacancies in accordance with Article 4, Section 3.

Labor Agreement Between
 Union Electric Company and Local 1439 South

SCHEDULE -B-
 MONTHLY SALARY RATES

JOB NO.	OCCUPATIONAL GROUP	CLASSIFICATION	HOURLY EFFECTIVE OCT. 1, 2006	HOURLY EFFECTIVE OCT. 1, 2007	HOURLY EFFECTIVE OCT. 1, 2008	HOURLY EFFECTIVE OCT. 1, 2009	HOURLY EFFECTIVE OCT. 1, 2010
1042	A	SHIFT SERVICEMAN	32.578	33.555	34.562	35.599	36.756
1041	A	JOURNEYMAN SERVICEMAN	32.578	33.555	34.562	35.599	36.756
2020	A	SENIOR LINEMAN	33.636	34.645	35.684	36.755	37.950
2030	A	JOURNEYMAN LINEMAN	31.679	32.629	33.608	34.616	35.741
2044	A	APPRENTICE-3RD STAGE	28.450	29.304	30.183	31.088	32.098
2043	A	APPRENTICE-2ND STAGE	26.228	27.015	27.825	28.660	29.591
2052	A	APPRENTICE-1ST STAGE	24.587	25.325	26.085	26.868	27.740
9013	A	GROUNDMAN TRUCK DRIVER	22.915	23.602	24.310	25.039	25.853
5110		SUBSTATION SERVICEMAN	29.228	30.105	31.008	31.938	32.976
1124	J	METER READER/COLLECTOR OVER 3 YRS.	22.870	23.556	24.263	24.991	25.803
1123	J	METER READER/COLLECTOR OVER 2 YRS.	21.574	22.221	22.888	23.575	24.341
1122	J	METER READER/COLLECTOR OVER 1 YR.	19.534	20.120	20.724	21.346	22.040
1121	J	METER READER/COLLECTOR 1ST YR.	17.743	18.275	18.823	19.388	20.018
1120*	J	METER READER-OVER 1 YR.	17.743	18.275	18.823	19.388	20.018
1119	J	METER READER-1ST YR.	15.546	16.012	16.492	16.987	17.539
1530	F	STOREKEEPER	24.550	25.287	26.046	26.827	27.699
1544*	F	STOREKEEPER-OVER 3YRS.	23.254	23.952	24.671	25.411	26.237
1543	F	STOREKEEPER-OVER 2 YRS.	21.968	22.627	23.306	24.005	24.785
1542	F	STOREKEEPER-OVER 1 YR.	19.400	19.982	20.581	21.198	21.887
1541	F	STOREKEEPER-1ST YR.	17.575	18.102	18.645	19.204	19.828
9301	T	AUTO AND HYDRAULIC MECHANIC	28.822	29.687	30.578	31.495	32.519
9012	C	GROUNDMAN	19.334	19.914	20.511	21.126	21.813

*ADVANCE BY PROMOTION ONLY



AM-100

Arkansas
Power & Light Company
425 West Capitol
P. O. Box 551
Little Rock, Arkansas 72203
Tel 501 377 3537

M. W. Rice
Vice President
System Planning

June 1, 1989

Mr. Tom Kraus
Business Manager
Local 1439, IBEW
2121 59th Street
St. Louis, MO 63110

Dear Mr. Kraus:

Upon ratification of the Labor Agreement dated June 1, 1989, (New Labor Agreement) between Arkansas Power & Light Company (Company) and Locals 647, 750, 1703 and 1439 IBEW, the Company agrees to the following items concerning the employees represented by Local Union 1439:

1. The Company will accept Local Union 1439's payroll deduction form for Union dues.
2. The Company will continue the practice of a fifteen-minute morning and afternoon coffee break.
3. The Company will continue the present job descriptions as set out in the Labor Agreement between the Company and Local Union 1439 IBEW, dated June 1, 1986.
4. Insofar as practical, the Company will offer overtime jobs to the employee(s) low on the overtime lists in the job classifications required to comply with Article VI, Section 3-A of the New Labor Agreement.
5. The Company will continue the present work procedures with respect to gloving voltages above 5000 volts, subject to future changes that may occur as a result of equipment or other changes that enhance safety and/or efficiency.
6. Employees represented by Local 1439 as of March 1, 1981, will be credited with their current sick leave bank which accrued under the Labor Agreement between the Company and Local Union 1439 IBEW, dated June 1, 1986. Beginning June 1, 1989, such employees will receive sick leave benefits under the terms of the New Labor Agreement with the following addition:

Any employee who has received sickness allowances for any amount of sick leave entitlement by the employee's term of service or who has returned to work from

long-term disability shall after 26 consecutive weeks of work restore 20 percent of his used sick leave and shall restore an additional 20 percent of his used sick leave each six months to an amount equal to their entitlement. Any absence within the restoration period because of sickness shall not break the continuity of the restoration period but shall delay restoration by the amount of the absence.

7. Employees (not covered by item 6 above) represented by Local 1439 as of June 1, 1989, will be credited with their current sick leave bank which accrued under the labor agreement between the Company and Local Union 1439 IBEW, dated June 1, 1986. Beginning June 1, 1989, such employees will accrue and receive sick leave benefits under the terms of the New Labor Agreement.
8. The area covered by Local Union 1439 as of June 1, 1989, shall be considered a separate geographic area for seniority purposes under the terms of the New Labor Agreement.
9. Employees represented by Local 1439 as of June 1, 1989, will be credited with Occupational Group Seniority equal to their Occupational Seniority as of May 31, 1989, accrued under the labor agreement between the Company and Local Union 1439 IBEW, dated June 1, 1986. Beginning June 1, 1989, such employees will accrue seniority under the terms of the New Labor Agreement.
10. For purposes of layoff and demotions as a result of layoff, employees represented by Local 1439 as of June 1, 1989, shall be entitled to exercise total seniority within the ArkMo geographic area. All other seniority entitlements will be governed by the New Labor Agreement.
11. Employees represented by Local 1439 as of June 1, 1989, who have in excess of five (5) days in their vacation carry-over bank will be allowed to continue their current level, however, any charges against the vacation carry-over bank will establish a new lower level, but not less than five (5) days, that shall not be exceeded.
12. For the purposes of applying the changes in vacation benefits covered in Article V, Section 3 of the New Labor Agreement, employees represented by Local 1439 as of June 1, 1989, will be treated as if they had previously been covered by the "present schedule" in the New Labor Agreement. Their vacation benefit for the balance of 1989 will be the amount provided by the "Present Schedule" less any vacation already taken during 1989.
13. Employees represented by Local Union 1439 as of June 1, 1989, who were reclassified under Article 12, Section 5 of the Labor Agreement dated June 1, 1986, shall continue wages and increases in wages as follows:

Mr. Tom Kraus
Page 3
June 1, 1989

If any such employee is placed in a job carrying maximum rate lower than his regular rate of pay, he shall continue to receive the rate of his former job for a period of time following the date of transfer equal to one month for each full year of service with a minimum of 10 months and a maximum of 24 months or until such time as the negotiated wage rate increases the rate of the employees' new job to the amount of his former job at the time of his transfer, except that employees with more than 30 years service will retain the rate of the former job until retirement. Wage increases for employees transferred as a result of being unable to carry on the duties of their former job will be based on the rate of the job to which they are transferred.

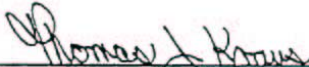
This agreement shall be on a non-precedent setting basis. If this Agreement is acceptable, please indicate by signing and returning one copy to my office for distribution and file.

Sincerely,

mwr

MWR:bdh

Accepted:



Tom Kraus, Business Manager
Local Union 1439, IBEW