

**NEWTON ENERGY CENTER
LABOR AGREEMENT
(PHYSICAL EMPLOYEES)**

between

**ILLINOIS POWER
GENERATING COMPANY**

and



IBEW LOCAL 702

LOCAL UNION NO. 702

of the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

effective

JULY 1, 2019 – JUNE 30, 2022

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NEWTON ENERGY CENTER PHYSICAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between ILLINOIS POWER GENERATING COMPANY, a Corporation organized and existing under the laws of the State of Illinois, who may be referred to hereinafter as the Company, (see Side Letter #1) and LOCAL UNION NO. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, who may be referred to hereinafter as the Local Union.

This Agreement shall be binding upon the Company, its successors and assigns, (see Side Letter #2) and shall take effect July 1, 2019, and shall remain in full force and effect until and including June 30, 2022, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by giving sixty (60) days written notice by either party to the other. If amendment is desired, the contents of amendment shall accompany the notice.

The "Local Union" having been duly certified by the National Labor Relations Board (Case No. 14RC-8543, Nov. 16, 1977) as the exclusive representative of the employees of the "Company" previously found by said Board to constitute an appropriate bargaining unit, the "Company" hereby recognizes the "Local Union" as the sole and exclusive representative of the employees constituting such bargaining unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

It is the intent of the "Company" and the "Local Union" that the parties of this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge, to evade or circumvent the spirit and intent of this Agreement. When in this Agreement the masculine gender is used, the same shall also apply to the members of the female gender.

ARTICLE 1
SCOPE OF AGREEMENT
UNION SECURITY

Section 1.01 Union Recognition

The Company recognizes Local Union No. 702 of the International Brotherhood of Electrical Workers as the collective bargaining agent and representative of its Newton Energy Center employees in the classification of employees covered by Schedule "A" of this Agreement.

Section 1.02 Employees Covered by this Agreement

This Agreement shall have effect and cover only those employees working in the Company's energy center at Newton, Illinois, excluding the Switchyard.

Section 1.03 Union Membership

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

Section 1.04 Union Activities

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

Section 1.05 Dues Check Off

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

Section 1.06 Conflict With Laws

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

Section 1.07 Contract Work

The Company agrees that the maintenance and repair work now performed by employees represented by the Union will continue to be available to them, unless this work is reduced or eliminated such as by changes in operating methods or procedures. The Company will contract out such work only to the extent that it cannot be performed by existing Company forces working on existing jobs within the scope of this Agreement with a reasonable amount of overtime and within the time required by the Company for the completion of the work involved. If the Company agrees to assign the work to its Local 702 represented employees and the Union agrees it can perform the work within the designated time frame, the Company will schedule the work and the employees will work the agreed to schedule to complete the work. It is recognized that material delays or other factors may create a need to have an additional meeting concerning this agreed upon time frame.

This section shall not restrict the contracting out of major construction projects or work beyond the skills of employees or work which should be handled by outside specialists in their respective fields or work caused by peak periods or emergency conditions or work which has historically been contracted out.

Whenever possible, i.e. planned outages or major projects, etc., the Company will discuss such contracting work with the Unit Chairman or his representative.

It is understood and agreed that the Company may reduce the number of employees below current levels, if warranted, due to such things, including but not limited to, the number of units operating, automation, technological advancements, and/or market conditions, as long as this does not lead to the erosion of the bargaining unit's core routine work, or that would lead to additional subcontracting.

Prior to any changes being implemented however, the Company is obligated to meet with the Union and negotiate over such proposed changes. Should no agreement be reached the Company may implement its proposed changes. The Union, should it believe that the basis for the changes is insufficient to warrant such changes, shall have the right to grieve and arbitrate the matter. The arbitrator shall have the authority to craft an appropriate remedy.

Section 1.08 Exemptions to Contract Work

The provisions of Section 1.07 do not apply to landscaping and painting/coating including the associated preparation work.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.01 Management Rights

The management of the Company, the direction of the working forces, the right to hire, discipline, and discharge for just cause, are vested in and reserved by the Company, subject, however, to the provisions of this Agreement and the employees' right in adjusting grievances as provided for herein.

ARTICLE 3

SENIORITY

Section 3.01 Definition of Seniority

Seniority is defined as the total length of employment credit accruing through employment at the Newton Energy Center to a regular employee in the manner and to the extent hereinafter set forth, which entitles said employee to the rights and preferences provided for in this article. The employee's seniority date shall be the date and hour on which he began to work after he was hired or rehired.

Section 3.02 Types of Seniority

Seniority as defined above in Section 3.01 is further broken down as follows:

- A. Company Service – Prior service credits earned with the Company at other work locations.
- B. Plant Seniority – Service credits earned at Newton Energy Center.
- C. Department Seniority – Service credits earned in the various Departments of the Newton Energy Center.
- D. Classification Seniority – Service credits earned in the various classifications within a Department.

Section 3.03 Seniority of New Employee

- A. A new employee entering the employment of the Company shall be subject to six (6) months probationary period to permit the Company to determine his ability and fitness to work. The Company shall have the sole right to determine such suitability during this probationary period. After having been employed for six (6) months, he shall become a regular employee, and in that event, he shall be credited with six (6) months seniority as a regular employee.

- B. If the first six months is not continuous employment, it shall be accumulative unless his seniority has been broken as provided below in Section 3.05, in which case his seniority will date from the re-employment date. However, the six months seniority credit must be earned in a period of twelve consecutive months beginning as of the first date of employment or re-employment.
- C. In the event a probationary employee loses time in excess of five (5) consecutive working days or more, there will be no service credit given from the first day off until he returns to work.
- D. Nothing shall act to prevent any employee during the first six (6) months of his employment from obtaining adjustments of grievances as provided in Article 4.

Section 3.04 Seniority in Event of Layoff

When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall govern:

- A. Employees who have not established seniority with the Company shall be laid off first.
- B. An employee with Company seniority to be laid off shall be entitled to exercise seniority in the department set forth hereunder in Chart No. 1 of this Agreement without interrupting his continuity of employment provided in all cases he has the qualifications required to perform the duties of the employee displaced. Classification seniority shall prevail in the opportunity to remain in the department. An employee who does not have sufficient classification or departmental seniority to remain in the department must then exercise his plant seniority to avoid being laid off.
- C. Thereafter, employees shall be laid off in the inverse order of their established plant seniority. If after an employee exercises his plant seniority and cannot enter another department, he may go back to his department and exercise his plant seniority provided in all cases he has the qualifications required to perform the duties of the least senior plant employee displaced.
- D. The foregoing provisions of (a), (b) and (c) need not apply when the application thereof would result in the Company being required to lay off employees possessed of skill essential to properly perform the work available at the time of the layoff, not possessed by employees having greater seniority.
- E. When adding employees, those having established seniority, most recently laid off on account of curtailment of work, shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, provided they have the qualifications required.
- F. Notwithstanding any of the terms of this article, an employee who has been laid off shall lose all accumulated seniority and all rights to be re-employed unless he registers with the Station Manager either in person or by registered mail, within thirty (30) days following the date of layoff and thereafter during the month of December of each year.

Section 3.05 Breaking of Seniority

Seniority shall be deemed to have been broken for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged and not reinstated.
- C. If the employee is absent from work without authorized leave except when satisfactory reason for his absence is given.
- D. If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- E. If an employee is laid off for twenty-four (24) consecutive months; he shall, however, not lose his seniority, if it exceeds twenty-four (24) months, unless he is laid off for a continuous period equal to the seniority he had acquired under Sections 3.01, 3.02, and 3.03 at the time of layoff. In the event that an employee with five (5) or more years of service is laid off in excess of five (5) continuous years then the seniority of such employee shall terminate.

Section 3.06 Exercise of Seniority

- A. Department Seniority –
 - 1. Insofar as possible, when the same will not interfere with the operation of the Energy Center, department seniority shall prevail as follows: First in the choice of days off and second on choice of vacation.
 - 2. Truckdriver, Janitor/Utilityman and Utilitymen have Mechanical Maintenance department seniority for vacation purposes only.
- B. Classification Seniority –
 - 1. Should the Company decide to fill a vacancy, classification seniority shall prevail in the opportunity to work in higher classifications. Vacancies caused by the absence of any employee shall be filled by the next senior qualified employee on the shift in the classification and/or classification below in the line of promotion.
 - 2. Classification seniority shall prevail in the opportunity to work in higher classifications for extended sick relief of thirty (30) days or more. Shift changes shall be made on Saturday at 2300 hours with adequate notification to make schedule change.
- C. Maintenance and Fuel Handling
 - 1. Classification seniority shall prevail in the opportunity to work on the rotating shifts or the 0700-1500, 1500-2300 or 2300-0700 shifts. Employees may bump on or off by classification seniority. Employee bumping on will be required to remain on shift for a minimum period of 90 days. Scheduling will be done in accordance with Section 5.03.

2. The Company will permit maintenance and fuel handling employees to trade shifts for a pay period {two (2) weeks}, when mutually agreed to by those involved and approved by the Company. The trade must not involve overtime or anyone working more than eight (8) hours straight, except as provided for in the stipulation for back-to-back shifts. During the pay period, employees involved in the trade may not be involved in any bump on or off any maintenance shift as provided for in the above paragraph.

Section 3.07 Seniority if Injured on the Job

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

Section 3.08 Disabled Employees

The Company and the Local Union may, by mutual agreement suspend or alter the provisions of this Article in order to provide employment for an employee who is no longer able to perform the duties of his present job and for an employee who has been partially disabled while in the employ of the Company, on or off duty, or while on authorized leave serving in the United States military service.

Section 3.09 Seniority of Employees Serving in United States Military Service

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

Section 3.10 Promotions

- A. Lines of progression for the Newton Energy Center are as indicated on Chart 1 of this agreement.
- B. A list containing plant, department and classification seniority will be made available upon request. Should the Company decide to fill a vacancy within the classifications of Schedule "A," or new positions are created, the Company will post a notice on its bulletin boards for a period of five days announcing the job open. Employees desiring to be considered for the position shall notify the Station Manager. The bidding process may be upgraded to electronic bidding.
- C. Insofar as possible, open positions shall be filled within five (5) days after bids for the same have been closed in accordance with the following provisions:
 1. Promotions will be made one level at a time within the department lines of promotion. Classification, department, and plant seniority shall prevail.
 2. In the event the senior bidder refuses the promotion, the next eligible bidder will be awarded the job. The procedure is to be followed until the job is filled.

3. When changing from one department to another, plant seniority shall prevail and entry shall be through the lowest classification in the new department.
 4. If an employee bids a job classification in another department he shall not lose his then accumulated classification and department seniority in the department which he vacates for a period of one (1) year. The employee who re-bids into his former department shall not be entitled to bid above his former classification, departmental seniority prevailing.
 5. When bidding to a lower classification or different classification within a department, the employee will carry his department seniority with him. His classification seniority will begin as of the time and date he assumes the new classification.
- D. The Company recognizes that employees in some instances need, and the Company will provide in such instances, training or retraining in performing work in other job classifications before assigning them to work in such other jobs. However, the Company reserves the right to determine when and how much training or retraining is needed. Training, when possible, will be scheduled on a weekly basis. The Company will utilize time available to its fullest extent to insure adequate training and proficiency.
- E. As a part of the training of all employees, they may be asked to fill out a questionnaire form covering the position for which they are next in line for promotion, and may be questioned on the same by their Supervisor through oral questions and/or hands-on type demonstrations of ability.
- F. If there is no qualified employee employed under this Agreement who will accept the promotion, then a new employee may be added.
- G. Employees in Operations, including those who decline to bid a higher classification within his/her line of progression, will be required to train and relieve in the next higher classification. Entry level position of Operator Helper must fulfill this requirement as a condition of maintaining the Operator Helper classification. An employee's inability to relieve will result in his bump back to a lower position which will provide the employee the ability to perform relief work.
- H. The above paragraph does not apply to any employee who is frozen in his classification as of July 1, 2003. Once said employee bids another classification or otherwise notifies the Company he no longer wishes to be frozen, the above paragraph will apply to said employee.
- I. An employee may request the right to refuse to perform relief work provided he/she makes his/her request known, in writing, prior to the scheduling of the work. The employee's request shall be discussed by the Plant Manager and the Unit Chairman or his representative. The employee's request will be approved only upon the mutual agreement of the Plant Manager and the Union.

ARTICLE 4

NEGOTIATIONS AND ARBITRATION

Section 4.01 Continuity of Work

- A. The services to be performed by the employees covered by this Agreement pertain to and are essential to the welfare of the public and in consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Company, and the Local Union agrees that under no conditions, and in no event whatsoever, will the employees covered by this Agreement be called upon or permitted to cease or abstain from the continuous performance of the duties pertaining to the positions held by them under the Company, in accordance 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 on the part of said employees, insofar as such performance is required in the normal and usual operation of the Company's property, and that any differences that may arise between the above-mentioned parties shall be settled in the manner herein provided.
- B. Should an employee who is a member of the Local Union cease work of his own volition, the Company may, so long as such cessation of work shall continue, secure and/or use the services of others than those covered by this Agreement.

Section 4.02 Grievance Procedure

- A. In case of any disagreement arising between the Company and any employee and/or employees under this Agreement, such disagreement shall be resolved in the following manner:
 - 1. The employee or employees and the Steward will discuss the disagreement with the employee's or employees' immediate supervisor in an attempt to settle such disagreement in a manner consistent with this Agreement. The settlement of any grievance by a first line supervisor and a steward will be considered on a non-precedent basis and neither party will rely on the grievance settlement to support its position on any matter in the future.
 - 2. If no agreement is reached in 1 above within 5 working days a grievance form consisting of comments by employee and supervisor, including all the relevant facts of the case and desired settlement should be filled out by the employee, steward, and the supervisor involved within 10 working days. Form to be submitted to the Plant Manager and Business Representative of the Local Union.
 - 3. The Plant Manager (or his designated representative) shall meet within 20 working days with the employee, steward, supervisor involved and Local Union Business Representative and an attempt made to settle the disagreement.

4. If no settlement is reached with the Plant Manager in 3 the grievance shall be referred to the Manager of the Industrial Relations Department (or his designated representative) and the Business Manager of the Local Union or his representative within 30 working days.
 5. If an agreement is not reached in 4, either party may request that the matter be submitted to arbitration. Upon request of the Union or Company's request for arbitration, the parties will alternately strike from the list of arbitrators named in the agreed-to permanent panel of arbitrators until one name remains, and he shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto. The expenses of the arbitrator shall be shared equally by the Company and Local Union.
- B. Working days as indicated above begin on the date the event upon which the disagreement occurred and are exclusive of Saturdays, Sundays, and holidays.

ARTICLE 5

EMPLOYMENT-DAYS AND HOURS

Section 5.01 Work Day and Work Week

Temporary vacancies in any classification of employment will be filled at the discretion of the Company. A temporary vacancy exists when the employee holding a job is absent from work but is expected to return to his job when the reason for his absence no longer exists. Temporary vacancies are created when an employee is absent from work for reasons such as, but not limited to, vacation, short-term disability or sick days, death in family, family hospitalization, jury duty, pallbearer duty, time off without pay, leaves of absence and disciplinary suspensions. In the Operations Department, any vacancies which the Company decides to fill may be filled by one or more upgrades to a higher classification, or with overtime at Company discretion.

The work week for all employees, except as otherwise stipulated for Twelve Hour Shift employees, shall be from 2300 hours Saturday to 2300 hours the following Saturday. Except as hereinafter otherwise provided, employees included in the classification of employees covered by this Agreement shall work eight consecutive hours per day, five consecutive days per week, Sundays and holidays included, and the working shifts for the employees shall be the present established shifts now in effect.

Section 5.02 Hours of Work-Operations, Maintenance, and Stores

A. 12 Hour Shifts – Operations Department

Working days and hours of employees in the Operating Section will be in accord with the twelve (12) hour shift addendum to this contract.

B. Storeroom

Working days and hours of employees in the Storeroom will be arranged by the Company for the successful operation of the energy center, which may assign to each employee in said sections, five working days and two rest days in each work week. Neither working days nor non-working days for said sections need be consecutive. The hours of the employees in these sections are to be 2300 hours to 0700 hours, 0700 hours to 1500 hours, and 1500 hours to 2300 hours and if these hours prove unsatisfactory or impractical, another schedule of hours may be mutually agreed upon and arranged by the parties hereto.

C. Fuel Handling

Working shifts for employees in Fuel Handling will be 2300 hours to 0700 hours, 0700 hours to 1500 hours and 1500 hours to 2300 hours. Employees on the 2300 hours to 0700 hours shift will work a Monday through Friday schedule. Employees on the 0700 hours to 1500 hours shift will work a rotating shift with the exception of the Fuel Handling Mechanic who will work a Monday through Friday schedule. Employees on the 1500 hours to 2300 hours shift will work a rotating shift.

D. Shift Maintenance

Working days of employees on the shift maintenance schedule are to be from 1500 hours to 2300 hours Sunday through Thursday, inclusive; 1500 hours to 2300 hours Monday through Friday, inclusive; 2300 hours to 0700 hours Monday through Friday, inclusive; and 2300 hours to 0700 hours Tuesday through Saturday, inclusive. Shift maintenance employees working a Sunday through Thursday schedule will be paid time and one-half (1.5) for work performed on Friday and double (2.0) time for work performed on Saturday. Shift maintenance employees working a Monday through Friday schedule will be paid time and one-half (1.5) for work performed on Saturday and double (2.0) time for work performed on Sunday. Shift maintenance employees working a Tuesday through Saturday schedule will be paid time and one-half (1.5) for work performed on Monday and double (2.0) time for work performed on Sunday.

E. Day Shift – Mechanical Maintenance, Instrument & Electrical Maintenance, and Storeroom

1. Working schedules for the Mechanical Maintenance, Instrument & Electrical Maintenance, and Storeroom Sections are to be from 0700 hours to 1500 hours, Monday to Friday inclusive, except those on rotating shifts above. The employees working in the sections listed in this paragraph who are scheduled Monday to Friday will receive time and one-half (1.5) for work on Saturday, double (2.0) time for work on Sunday.
2. Employees in the Janitor/Utilityman classification may be assigned to any of the shift maintenance shifts/schedules or the day maintenance shifts/schedules.

- F. Outage and Emergency Condition Schedules
1. Mutually agreed to hours of work and schedules may be rearranged during periods of planned and annual outages and emergencies, as defined in Section 5.03 B 1, to accomplish the availability needs of the Company.
 2. The Production Superintendent or his representative and the Unit Chairman or his representative will meet and discuss the work and scheduling needs.
 3. The Company will continue to offer the Maintenance Employees six ten (10) hour days or other overtime as may be mutually agreed to during the annual outage period.
 4. As long as contractors are working in their respective Classification's jurisdiction during annual outages, the employees in that classification will remain on the agreed to shift and schedule unless another shift or schedule is agreed to.
 5. Items 3 and 4 above shall not be binding if:
 - a. An outage lasts longer than eight weeks; then after eight (8) weeks, six ten(10) hour days shall be at Company discretion or;
 - b. The only remaining outage work is for major project(s) or specialty work which has been contracted.
 6. A schedule or shift change will be given to start the outage.
 7. The period of a planned outage may include a one (1) week preparatory time prior to the outage and a one (1) week cleanup time following the outage.
- G. Paid lunch periods for day shift employees shall be administered same as now in effect for rotating shift employees.
- H. Employees working a rotating shift or on Shift Maintenance may not leave their work station or assignment until they are properly relieved. In any event, employees are not permitted to clock out any earlier than five (5) minutes before the end of their regular shift.
- I. Shift Maintenance. (Per Shift) One (1) Certified Welder/Repairman (add to shift on 1-1-79 or when new employees are added or replaced as Certified Welder/Repairman, at option of Company), two (2) Welder Repairmen and two (2) Instrument/Electrical Technicians.
- J. All eight (8) hour shift employees will be afforded a ten (10) minute morning break and a thirty (30) minute paid lunch break.

Section 5.03 Change of Shift or Schedule

- A. In the event that an employee in any section is required to work a schedule or shift other than his regular work schedule or shift with less than 48 hour notice calculated from the time the notice was given to the time of starting work on the new schedule or shift, then and in that event he shall be paid the applicable overtime rate for the actual hours so worked on the new schedule or shift, but he shall not be paid overtime for more than the first two shifts of said new working schedule. In the event an employee works on a new schedule or shift for three (3) or more shifts, then it is considered that he has established himself on a new schedule and a 48- hour notice is required in changing him to any other schedule or shift.
- B. Shift or Schedule Changes as stated above will be used for the following purposes:
 - 1. Emergency repair work lasting five (5) days or more
 - 2. Planned outages of an extended nature such as scrubber, turbine and/or boiler overhauls
 - 3. Changing of operation schedule due to bidding and promotions, assignment to maintenance section during outages.
 - 4. Employee training. Training may be classroom training or on the job training which may be on or off the plant property.
 - 5. Trips off plant property.
- C. In the event the employees fail to respond to emergency work of less than five (5) days on an overtime basis, then schedule changes will be made at no penalty to the Company.
- D. The Company will permit employees to trade shifts or days off when mutually agreed to by those involved and approved by the supervisors. All trades must occur within a single work week and must not involve overtime or anyone working more than 8 hours straight or, in the case of employees working on a 12 hour shift, 12 hours straight.

However, if an employee has exhausted all single day vacations, a shift trade resulting in an employee working a double shift will be considered on a case-by-case non-precedent basis by the employee's department head.
- E. Cancellation of overtime in connection with any Production Department unit outage is not considered a schedule change and does not warrant a 48 hour notice. The 48 hour notice provision of the contract is still in effect if an employee's straight time shift is changed in connection with the cancellation of this overtime.

ARTICLE 6

WORK ASSIGNMENTS

Section 6.01 Work Assignments

Employees subject to this agreement may be assigned any work for which they are trained and qualified as defined below:

1. Skills required to perform the work are of a minor nature requiring no technical skills and which may be performed by employees possessing skills obtained through general industrial experience.
2. An employee possessing skills/experience that can be verified which have been gained from Company training, work experience, previously held employment or other experience, such as military training, technical schooling, etc.
3. Skills obtained and verified through specific training and development classes offered by the Company, such as but not limited to, formal classroom training, apprentice programs, on the job training or other Company provided instructional methods.

Employees assigned work outside of their classification during their normal working hours, shall be returned to perform any duties normally performed in their classification provided there are no employees remaining in that classification to perform the work, except as provided for in Section 6.02 C.

Assignments outside of an employee's normal classification shall be subject to classification seniority within their classification at the time of the initial job assignment insofar as it is not disruptive to the planning and scheduling process.

If core routine work is contracted during non-outage periods, while employees are assigned outside of their classification, they will complete the assigned work and return to their classification. Any future need to reassign the employee(s) outside of their classification during the period the contractor is on site will be discussed in accord with Section 1.07 of the Labor Agreement, except where employees are assigned to provide support or assistance to other employees for less than an eight (8) hour shift.

Section 6.02 Equipment Out of Service

When units or major pieces of equipment are out of service or off line, the Operators normally attending this equipment may be assigned to other duties for which they are trained and qualified.

At the discretion of management, Operation personnel may be assigned to duties in one of the following categories:

- A. The Operators may be left as Operators watching their equipment as standby.
- B. The Operators may be transferred to other positions for operation or training.

- C. Operators remaining on their normal scheduled shifts may be assigned to perform any work for which they are trained and qualified.
- D. The Operators may be transferred to one of the maintenance shifts and will take the hours and working conditions of the section to which assigned.

When multiple units are off-line a minimum of those employees in the Unit Operator classification and one (1) Operator Assistant will be maintained on shift to perform all duties for which they are trained and qualified.

Section 6.03 Rates of Pay for Higher and Lower Class Work Than Regularly Scheduled

- A. If an employee is temporarily assigned for 60 minutes or more to a job with a higher rate of pay, he shall receive the classified rate for that job while assigned to it. If an employee temporarily fills a job with a lower rate of pay than his own job, he shall receive his regular rate of pay.
- B. An employee covered by this agreement assigned to a training period of a higher classification, shall be given training covering all or any portion of the job of sufficient length to establish his fitness for the job or task. During this training period, he shall receive his old rate of pay. Upon working the job alone, within the classification, the employee will receive the new rate.
- C. If an employee moves back into a permanent job with a lower rate of pay and requires training, he will receive his old rate of pay, and on establishment of his fitness, or upon his working the job alone (whichever date occurs first), he shall receive the lower rate of the permanent job.
- D. Employees will receive the higher rate when assigned to perform code welding, internal repairs to pumps, compressors, motors/generators, or turbines while in their regular classification.

All other assignments are defined as job assignments made to employees that are performed in their regular classification at their regular rate of pay in accord with their training and qualifications.

Employees performing supporting activities or assistance to others will be paid at the employee's regular rate of pay.

- E. An employee being trained in higher classifications shall receive; (1) the authorized rate of pay for the classification he would have relieved in the event of a shift vacancy that would normally be filled or; (2) his authorized rate of pay when there are no vacancies on shift that he is eligible or qualified to relieve.

Section 6.04 Utility Men

- A. The Company may schedule Utilitymen on either the 0700 hours to 1500 hours shift; the 1500 hours to 2300 hours shift; or the 2300 hours to 0700 hours shift. Except for periods of outages or emergencies a maximum of four (4) Utilitymen per shift may be scheduled on the 1500 hours to 2300 hours shift and/or the 2300 hours to 0700 hours shift. A Utilityman's regular schedule will be Monday thru Friday. The Utilityman may be scheduled to perform any work or to fill any vacancy for which he is qualified.
- B. A Utilityman who is temporarily changed to a different schedule for more than two (2) weeks or more shall be considered as a regular employee in the classification of work he is performing for the duration of the temporary upgrade for purposes of determining wage rates for work performed and for paid absences. Schedule and shift changes may be made for the purpose of scheduling the Utilityman for training or to provide sick relief, vacation relief, extra work, assistance to other employees or other relief or work as required.
- C. A Utilityman can, in accord with Section 5.03, be scheduled on the 12 hour operating shift, at the beginning of a pay period and in 2 week increments, for 2 weeks or more. He may be scheduled on a 12 hour shift to fill a vacancy, to provide extra help or for training. A Utilityman who is temporarily assigned to Operations will be paid the rate of the job he is performing for all hours worked and the rate of Operator Helper for paid absences.
- D. Utilitymen will be trained to provide relief or additional assistance in various areas such as, but not limited to, Maintenance, Stores, Coal Yard and Operations. A qualified Utilityman may be scheduled or utilized on any shift at straight time to avoid overtime in any classification either when filling temporary vacancies or providing extra help.
- E. Utilityman in an upgraded position must remain in that position until released. Release will be effective at the conclusion of a specific Maintenance Job Request, group of Maintenance Job Requests, project or stated duration of the upgrade. The upgrade may be released prior to the end of the job(s) or of the duration at the discretion of the Company.
- F. A Utilityman who has been trained may periodically be scheduled to relieve known vacancies. These assignments are made to assure personnel maintain acceptable levels of experience.

Section 6.05 Drying-Out Period

Employees shall not be asked to leave work being done under high temperatures to do other work at substantially lower temperatures without a reasonable drying-out period.

Section 6.06 Lubeman Welder Repairman

While performing Lubeman Welder Repairman duties, the employee in this classification may be assigned, at any time, to perform any maintenance work outside of the Lubeman Welder Repairman duties. The Lubeman Welder Repairman will be included on the Welder Repairman overtime list.

Section 6.07 Fuel Handling Operators and Mechanics

Fuel Handling Operators may service their equipment, perform minor maintenance and work on their equipment to the extent they are trained and qualified.

Fuel Handling Mechanics may be assigned to any work in the Fuel Handling area.

Section 6.08 Use of Equipment

In addition to Fuel Handling Operators, anyone trained and qualified may operate any/all Company owned equipment.

Section 6.09 Truckdriver

Qualifications: Ability to meet requirements of the Illinois Secretary of State's Office with regard to the written and behind the wheel tests.

Proficient in the use of hand tools, including jacks and tire tools. He should have the ability and knowledge to recognize vehicle problems and report them to his supervisor.

Job to be bid by plant seniority.

Job to be Monday thru Friday, 0700 hours to 1500 hours.

Assignment of Responsibility:

All Vehicles Assigned to Truck Driver

1. Truck Driver will clean and wash vehicles as directed.
2. Truck Driver will service and lubricate vehicles as directed.
3. Truck Driver will keep necessary records of washing, service, lubrication, and repairs.
4. Truck Driver will be responsible for minor maintenance of vehicles such as but not limited to: air cleaners, mirrors, light bulbs, hoses, battery cables & posts, windshield wipers, tires, reflectors, etc.
5. Truck Driver or other bargaining unit personnel will drive off plant property to pick up material, mail, etc. as directed. This would not include off-duty driving for emergencies.
6. Truck driver can be used to perform any work for which he is trained and qualified.

Other Provisions:

1. In the event of known overtime, the overtime is first offered to the regular Truck Driver, then the qualified Utilitymen by low overtime.
2. Any employee driving off the plant property will receive at a minimum the Truck Driver rate of pay for those hours actually worked in that classification, in accord with Section 6.03.
3. The Company will continue its practice of determining the most practical and economical method of shipping and receiving material, etc.

Section 6.10 Relief Operator Classification

1. Two Relief Operator positions will be in effect.
2. The positions will be awarded based on department seniority. Bidding rights of the Relief Operators will be determined by department seniority.
3. Primary shift will be M-F 0700-1500. Relief Operators may be assigned to an operating shift for training or long term relief (40 hours or more) for long term sick relief. Section 3.06 B of the Contract will be followed prior to utilizing Relief Operators for long term sick relief.
4. Relief Operator primary function will be to provide training relief in operators, but may be assigned other duties such as, but not limited to, assist in the training of operators, writing and updating procedures, developing training materials, outage work, P&ID updates/changes, per Section 6.01 of the contract.
5. Holidays will be excused absences in normal situations.
6. These positions will not be considered in the scheduling of shift operators vacation. Scheduling of vacation time for the Relief Operators will be determined by department seniority of the Relief Operators.
7. Normal scheduling of vacations – only one Relief Operator will be allowed off at a time. The Company agrees to make a good faith effort to pre-schedule training periods to allow the Relief Operator an opportunity to pre-schedule vacation.
8. Vacancies which the Company decides to fill that are not created by training will first be attempted to be filled by upgrades, utility relief, or overtime before utilizing a Relief Operator.
9. Job proficiency tests will be given to the Relief Operators on each classification within Operators. A passing score of 70% or higher is required to remain in the Relief Operator position. Initial training and refresher training will be provided as needed per Section V of the 12 Hour Shift Agreement.

10. Relief operators will not be permitted shift trades unless they have been assigned to a 12 hour shift of 40 hours or more.
11. Relief Operators will be offered overtime in each classification after everyone in that classification, and everyone trained in that classification has been offered. Relief Operator overtime hours will be kept separate from the other classifications. The Relief Operator with low overtime hours will be listed first on the Relief Operator's overtime list.

ARTICLE 7

OVERTIME

Section 7.01 Overtime Pay

- A. All overtime work in excess of the regularly scheduled days or hours shall be paid for at the rate of time and one-half. Double-time rate day shall be as follows:
 1. Sunday – Thursday schedule: Saturday is double-time day
 2. Monday – Friday schedule: Sunday is double-time day
 3. Tuesday – Saturday schedule: Sunday is double-time day
 4. Coal Yard rotating schedule: Second day off in the week is double-time day
 5. Operations Twelve Hour shift: last day off in the week is double-time day
- B. All overtime work in any classification shall be divided equally and impartially among the employees in that classification. Overtime records shall be kept up-to-date by the Company and shall be posted daily reflecting all accumulated overtime to date during the calendar year. Employees who decline to work overtime shall be charged with the time refused as if they had worked the overtime involved.
- C. If it is necessary to pay time and one-half or double time for work, such work shall first be offered to the low overtime employee in the classification normally performing such work.
- D. The Company will not be required to allow an employee to volunteer for work in excess of sixteen (16) hours.
- E. For all time worked in excess of sixteen (16) hours in any twenty-four (24) hour period, double time rates shall be paid.
- F. Certified Welder Repairmen will not be offered the Welder Repairmen/Apprentice overtime work until all Welder Repairmen and Apprentice Welder Repairmen, and Lubeman Welder Repairmen have been offered such overtime. If Certified Welder Repairmen are offered Welder Repairmen overtime work, the overtime will be offered by the low overtime standing of the Certified Welder Repairmen.

Section 7.02 Pay for Work on Sundays and Days Off

Employees who work on the calendar day of Sunday shall be paid at the rate of time and one-quarter of the appropriate straight time hourly rate unless they are otherwise eligible to receive time and one-half or double time.

Section 7.03 Job Continuation

Job continuation is to be used to provide continuity of work for jobs which can be completed by extending two (2) hours or less into the next shift. The person(s) actually working on the job will be asked to continue first. If for some reason they (he) cannot continue on the job, the job will be offered to a person(s) already on the job site in accordance with the overtime list. The determination of whether a job is on continuation will be made by the supervisor in charge of the work.

Section 7.04 Pay for Call-Outs

Employees called back to work after having been released from their regular day's work, employees called out on their regular work days less than two hours in advance of their regular working hours without eight hours advance notice prior to reporting for the special work, shall receive a minimum of two hours pay at prevailing overtime rates. If a request is made for an employee to report for work within thirty minutes prior to a scheduled shift and while the employee is on Company premises, no two-hour call-out pay is to be paid.

Section 7.05 Work on Call-Outs

Employees called out for emergency work are required to complete any additional emergency work that develops while they are at the station, but are not required to perform routine work nor are they required to stay at the station after their emergency work is completed. Any employee so called out shall be entitled to work on his regularly scheduled shift on that day.

Section 7.06 Overtime Offered

- A. No overtime will be offered to any employee who reports off duty for sick leave, family hospitalization, death in family, jury duty or vacation with the exception of Section 7.06 (B), until such time the employee reports back to work. Reporting off sick does not include advance notifications of absence due to doctor appointments or intended periods of hospitalizations.

For purposes of this section, a doctor's appointment does not exclude an employee from being eligible for overtime.

- B. An employee who is excused from duty under Article 8 (Vacations), for less than a forty (40) hour block or thirty-six (36) hour block, in the case of Operations, of vacation or Article 11 (Leaves of Absence), may, on a voluntary basis, choose to be eligible for overtime any time outside of the eight/twelve (8/12) hours of the scheduled vacation period or the eight/twelve (8/12) hours of the leave of absence. If an employee wishes to be called for overtime per Section 7.06 (B), the employee must inform the Company to be on the VOV list. This applies to single days or multiple days. The request will be processed and take effect at the next issuance of the overtime callout sheet.

The employee status on the VOV list will remain unchanged until the employee requests a change.

When an employee is granted an emergency day vacation or other call-in off duty absence covered in Section 7.06 (B), a change in VOV status may be requested and indicated on the Off Duty Report. The Off Duty Report form has been modified for this request.

Forced overtime is not applicable to employees volunteering to work per Section 7.06 (B) of the Contract.

- C. Each employee shall be eligible/liable for overtime callout in accordance with their standing in the overtime list for all hours outside of the normal shift granted as lost time.
- D. If Utilitymen refuse overtime work for Utilityman work, the Janitors/Utilitymen will be given an opportunity to work the overtime. Such work will be offered to the Janitors/Utilitymen in accordance with their classification seniority.

Section 7.07 Rest Period

Employees, except in an emergency, will not work more than sixteen (16) continuous hours, without the approval of the Plant Manager or his designee, and shall, upon release, be entitled to an eight-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, provided he works the unexcused portion of his scheduled hours that day.

Section 7.08 Pay for Scheduled Overtime

- A. Overtime work scheduled in advance of regular working hours when assigned to employees who have had eight hours advance notice prior to reporting for the special work and who continue to work their regularly scheduled day following said prearranged overtime, shall be paid for at the prevailing overtime rate for actual excess time.
- B. Employees employed for less than two hours on prearranged overtime work, who do not perform a regular day's work following said prearranged overtime, shall be allowed a minimum of two hours pay at prevailing overtime rates.

Section 7.09 Scheduled Work vs. Call-Outs

Scheduled work is work assigned eight hours or more in advance of time for reporting for work. A call-out is where work is assigned less than eight hours in advance of reporting for work.

Section 7.10 Pay for Allowance for Incorrect Overtime Assignments

- A. In the event overtime work is incorrectly assigned, the employee who should have been assigned to perform the overtime work will be paid an allowance at the overtime rate he would have received had he worked in his regular classification as follows: 50% of the actual hours with a minimum of two (2) hours and a maximum of four (4) hours.
- B. Penalty pay is forfeited if the employee, who is eligible, is a party to approved trades of shifts, days off, etc., mutually agreed to by those involved and approved by the supervisors.
- C. Willful and knowing violation of Section 7.10 will be subject to discussion and claim for full restitution.

Section 7.11 Meal Allowance

Employees required to work two (2) or more hours before any shift, shall be paid a meal allowance. Employees required to work two (2) hours after the completion of any shift shall be paid a meal allowance and an additional meal allowance will be granted every four (4) hours of continuous work following the completion of this ten (10) hours of work. Allowance for the cost of meal, however, shall not exceed \$2.50.

Section 7.12 Rotating Overtime Procedure

Overtime will be called from a rotating list of all employees in the classification in accordance with the following procedures:

VOLUNTARY OVERTIME

- 1. The Company will establish a voluntary overtime list by classification. Employees must notify the Company by 7:00 A.M. on Wednesday that they are volunteering for overtime for the work week beginning on Wednesday when the new overtime list is issued.
- 2. Employees will remain on the voluntary overtime list until they remove their name. An employee may remove his name effective with the next work week.
- 3. The purpose of the voluntary overtime list is to have a list of employees readily available who wish to work overtime.
- 4. As employees are added to the voluntary list, they will be credited with one (1) hour more than the employee with the highest number of overtime hours by classification.
- 5. The voluntary list will be upgraded daily except for Saturday, Sunday and holidays.
- 6. Employees will be listed in ascending order of overtime hours when the overtime list is updated.

7. When the Company is required to go out of classification to fill overtime, the current procedure for operations and the current procedure for maintenance will be used.
8. Any phone call or other method of contacting the employee shall constitute an offer to work overtime and any employee eligible who does not accept the overtime will be charged the actual (equivalent) hours worked.
9. All employees will be charged for scheduled overtime when overtime is actually worked.
10. All overtime offered to eligible employees for any classification of work will be included in the overtime hours list. This includes scheduled outages, scheduled overtime, callouts, forced overtime and overtime hours worked or refused outside of classification.

FORCED OVERTIME

1. If it is necessary to force an employee to work overtime, the employee or employees forced will be forced in order of reverse classification seniority.
2. An employee will not be forced to work more than two (2) days in a row without a day's rest from overtime in work week unless the Company has exhausted the eligible employees in the classification and must start over. (At his option, an employee can work more than two (2) days in a row.)

When calling for overtime, the Company will let the telephone ring a minimum of seven (7) times or until an answering machine engages before proceeding to the next name on the list.

GENERAL

The holiday overtime procedure remains the same as now in practice.

This procedure can be modified by mutual consent of the Company and the Union.

Whenever employees are needed on an overtime basis, the number in each classification will be determined and the employees in the classification will be canvassed per the procedures for voluntary overtime set forth above. If the number required is not obtained on a voluntary basis, then one of the following procedures will be used:

- A. If overtime is required following a regular schedule of work or on the weekend, the remaining positions will be filled using the procedure set forth above for forced overtime.
- B. If overtime is required for the following day, the number will be as follows:
 1. If one-half or more of the number required volunteers for overtime, the remaining positions will be filled by using the forced overtime procedure set forth above.
 2. If less than one-half of the number required volunteers for overtime, the entire number required will be scheduled at straight time in accordance with Section 5.03 (c). Those scheduled will be the low seniority journeyman or apprentice classification.

If the forced overtime procedures are used, an employee who has worked sixteen (16) hours will not be considered. Apprentices shall be included on the journeyman overtime list. Based on the nature and the scope of the work, the Company will determine if the apprentice is qualified to perform the work and the journeyman to apprentice ratio.

An employee on vacation who volunteers to be eligible for overtime, per Section 7.06 B of the contract, will not be charged for an overtime refusal.

ARTICLE 8

VACATIONS

Section 8.01 Number of Days Vacation for Years of Service

- A. If upon termination of employment an employee has worked six consecutive months or more, but he has not worked a sufficient time so that he earns vacation as outlined in the paragraphs below, he shall receive twenty working hours vacation.
- B. An employee shall receive 40 working hours vacation after he has completed his first year of continuous service. In the event there is insufficient time for an employee to complete his vacation prior to the end of the calendar year, such employee will be allowed to carryover up to 40 hours into the next calendar year.
- C. Employees who have been in the service of the Company for one (1) year or more next prior to the preceding January 1 shall receive eighty (80) working hours' in the current year.

- D. Vacations in excess of eighty (80) working hours will be as follows:

VACATION SERVICE CREDIT	VACATION
7 Years	120 Hours
15 Years	160 Hours
25 Years	200 Hours
30 Years	240 Hours

Employees receiving vacation credit above will not become eligible for the extended vacation prior to their vacation anniversary date.

- E. When an employee first becomes eligible for 120 or more hours vacation under Section 8.01(d) and insufficient time remains after his anniversary date to take the extended hours of such vacation in any calendar year, he will be granted only the working hours remaining in such year. Also, whenever an employee first becomes eligible for 120 or more hours vacation under Section 8.01(d), his total combined vacation during that calendar year will be limited to 120 hours or more as listed in Section 8.01(d).

Section 8.02 Termination of Employment

Employees who terminate their employment with the Company prior to taking vacations due them as provided in this Article will be allowed vacations with regular pay.

Section 8.03 Prorated Vacation Allowance

- A. In addition to the vacations provided in the foregoing sections of this Article, an employee leaving the Company upon retirement under the Retirement Income Plan shall receive a prorated vacation allowance to the date of retirement. Such prorated vacation allowance will also be granted in the event of death (if there is a surviving dependent, as defined by the Internal Revenue Code). Such vacation allowance shall be limited to one-twelfth of the vacation an employee is entitled to as of the date of retirement or death of each full month's work in said calendar year.
- B. An employee who is on Long Term Disability and who retires will receive a prorated vacation allowance at the time of his retirement. The prorated vacation allowance paid to such employee shall be one-twelfth of the vacation the employee was entitled to as of his last day of work for each full months work in said calendar year.

Section 8.04 When Vacations Can Be Taken

Vacation days shall be scheduled at time suitable to the individual employees and the Company. In the operating department there may be as many employees off on vacation at the same time as trained relief will permit. Vacation schedules shall be arranged to avoid, insofar as possible, interference with the Company's operations. Two weeks (ten (10) days) of the employee's vacation need not be taken consecutively or as an extension of one or more of the employee's other vacation periods, but no more than two (2) periods of said ten (10) days shall be taken during the month of December, and that the total number of single days taken in the month of December cannot exceed five (5). By November 1, each employee should schedule any unused vacation he has not received.

In applying the above, up to twenty-four (24) hours of an employee's ten (10) single day allotment of vacation may be taken in four (4) hour increments, and shall be scheduled at a time suitable to the individual employee and the Company.

Vacation may be taken in one (1) hour increments up to eight (8) hours in any one calendar year, with the following amendment:

- a. Any and all approval of one hour increments of vacation will have no effect on overtime as per Article 7, Section 7.06 of the present Agreement and must be approved prior to the end of the employee's previous shift.

An employee will be allowed to carry over a maximum of 40 hours vacation into the next calendar year. This will not increase the total number of single days allowed to any employee. Less than 40 hours of vacation carried over by any employee must be taken in conjunction with another block of scheduled vacation. A retiring employee may not tie carry over vacation into pre-retirement vacation (i.e., vacation taken immediately prior to date of retirement).

Fuel Handling

The maximum number of people allowed to preschedule vacation is limited to four (4) off per calendar day, providing each shift has three (3) Fuel Handling Operators scheduled to work.

There can be three (3) forty hour blocks of vacation and up to five (5) single days of vacation in any one week.

After everyone has had a chance to schedule their single days, and there is a week that is open, then a person may schedule a forty (40) hour block to fill up that slot. However, no one will be able to come back and ask for a single day of vacation that week as it will have the maximum number already scheduled off.

Operations

The Company will allow at least one (1) operator on pre-scheduled vacation, per shift, outside of known outage and special training periods. A second operator, per shift, may be on vacation as relief is available and business need permits.

Section 8.05 Holidays and Hospitalization During Vacation

- A. If a holiday occurs during an employee's vacation and it falls on one of his regular work days, an employee may elect to either (1) receive his holiday allowance and vacation pay for that day, or (2) receive his holiday allowance only for that day and not have it count as a day of vacation.
- B. If an employee is hospitalized overnight, unexpectedly during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some later time. If the canceled vacation time cannot be taken in the remainder of that calendar year, an allowance for the unused vacation time will be paid.
- C. All earned vacation may be carried over to the next year if an employee is unable to take the vacation because the employee is on workmen's compensation or is hospitalized.

Section 8.06 Vacation Service Credits

- A. Time spent in military service will be credited to an employee's service record as service with the Company provided that he returns to work after having been released from military duty within the time limitations prescribed by the Universal Military Training and Service Act, but vacations otherwise due under this section shall not be allowed unless and until the employee has completed sixty (60) days of employment next following the date on which he returns to work.
- B. For the purpose of determining the vacation service credit of an employee who has had more than one period of Company employment, the credit of such employee shall include all periods of employment except that vacation credit shall not include service prior to the last break in employment for any of the same reasons as seniority is deemed broken under the provisions of Section 3.05 of this Agreement.

ARTICLE 9

HOLIDAYS

Section 9.01 Holidays

- A. An employee shall receive a holiday allowance of eight hours pay at his straight time hourly rate for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. Whenever there is a conflict between the Federal and State Governments concerning the date on which a holiday will be celebrated, the date designated by the State of Illinois shall prevail. In order to receive this allowance under any paragraph of this Section, an employee must work his last scheduled shift before, his regular scheduled shift on the holiday and his next scheduled shift after the holiday, except that an employee who does not work these shifts or a part of them but who is excused shall not be disqualified from receiving the holiday allowance by such absence.
- B. If a shift employee works on one of the above holidays, which is also one of his regular work days, he shall receive in addition to his holiday allowance, time and three-quarters for work performed during his regular eight (8) hours and double time for work performed outside of his regular eight (8) hours. "Regular eight (8) hours" shall be considered to be the hours appearing in the employee's regular schedule.
- C. If an employee works on one of the above holidays as a scheduled day employee or it is the employee's first day off in that week, he shall receive, in addition to his holiday allowance, time and three-quarters for work performed during his regular eight hours and double time for work performed outside of his regular eight hours. If an employee works on one of the above holidays, which is his double time day per Section 7.01 (A), he shall receive, in addition to his holiday allowance, double time for all work performed. "Regular eight hours" shall be considered to be the hours appearing in the employee's regular schedule.
- D. An employee who works on a holiday for which he is not eligible for a holiday allowance shall receive double time for all hours worked on that holiday.
- E. The Company will, upon request, excuse from working on a holiday those employees who in its opinion can be spared but the Company shall have the sole right to decide who and how many employees work. Such excused employees will receive only their holiday allowance for that day. If an employee is excused for less than a whole day, he will be paid for the actual time worked at the appropriate rate in addition to receiving his holiday allowance.

- F. If a holiday falls on an employee's day off, he may be excused from working part or all of (1) his last scheduled work day prior to or (2) his next scheduled working day following the holiday, if in the opinion of the Company he can be spared. The employee so excused will receive his holiday allowance for the holiday, provided that he fulfills his obligation to work as specified in (a), but he will receive no pay for the time for which he is excused. The Company shall have the sole right to decide who and how many employees work.
- G. Pre-scheduled holiday coverage will be filled by 3:00 P.M. of the last working day before the holiday or holidays and will be filled by seniority. Any subsequent manpower requirements will be filled in accordance with the overtime procedure.

ARTICLE 10

SHORT TERM DISABILITY AND SICK DAYS

Effective January 1, 2020, employees will participate in the Company's Short-Term Disability policy subject to the terms and conditions of the policy, which may not be modified, as applicable to employees covered under this Agreement, for the term of this Agreement without the mutual agreement of the Union and the Company.

In addition, employees will be allowed 48 hours annually for illness-related absences for themselves and their dependent family members ("sick days"). An employee reporting off for a sick day is required to speak with his or her supervisor prior to the start of the employee's scheduled shift, or in the case of emergency as soon as possible, to indicate the reason for the employee's absence, the expected return to work date, and whether the employee plans to visit a doctor. If the supervisor is not available at the time the employee reports off, the supervisor will contact the employee to discuss the absence.

ARTICLE 11

LEAVES OF ABSENCE

Section 11.01 Leave of Absence

- A. An employee who has established seniority, if he can be spared from duty, may be granted a Leave of Absence for a reasonable cause, and while on such Leave of Absence, he shall not forfeit any seniority he may therefore have established, provided he does not overstay his leave or accept employment elsewhere while on such leave without written approval of the Company.

- B. Unless otherwise required by applicable law, an employee returning from a Leave of Absence has no guarantee to the same job he held at the time his Leave of Absence commenced and, at the completion of his Leave of Absence, the employee must return to any vacancy for which he is qualified to fill. If there are no vacancies at the time he is ready to return to work, the employee will be offered the first vacancy which occurs for which he is qualified. However, an employee returning from a Leave of Absence may displace a probationary employee provided he is capable of performing the duties of the job held by the probationary employee.
- C. A disabled employee may be granted a leave of absence of up to 30 months from the date of disability. An employee drawing Long Term Disability benefits may continue on Leave of Absence until L.T.D. benefits stop or normal retirement, unless his or her employment is terminated due to a plant retirement or closure, in which case leave will not continue beyond the effective date of such termination of employment as determined by the Company in its discretion. In any case, no employee shall accumulate any seniority beyond 30 months from the date of disability.
- D. All leaves of absence will be administered by the Company according to applicable federal and state law.
- E. Employees may be granted a Lost Time Day, or a part thereof (a minimum of one (1) hour) to be used for personal business which requires their immediate attention. Such Lost Time shall not be requested for Recreational Purposes or as an extension of Vacations, Holidays, or Days Off, unless a bonafide emergency exists. Such Lost Time will be granted only when it does not interfere with Company operations and, except for a bonafide emergency, such Lost Time shall not be granted during periods of outages and during the period of December 15 through January 15 each year.
- F. The current agreement between the Company and the Union concerning time off to attend a funeral of someone not designated in Section 11.03 of the Contract shall be amended to include time off for weddings. This agreement shall remain apart and separate from the above paragraph.

Section 11.02 Hospitalization of Family

- A. The Company will permit a leave of absence with pay after six (6) months of continuous employment in the event a serious illness of an employee's spouse, son, daughter, father, mother, mother-in-law, father-in-law, or stepchild or a pregnancy of an employee's wife requires that said relative become a confined hospital patient receiving bed and board and the employee:
 - 1. Goes to the hospital when one of the said relatives is taken to the hospital on a scheduled work day.
 - 2. Returns from the hospital when one of said relatives is returned from the hospital on a scheduled work day.

3. Is present at the hospital during the confinement.
 4. Is present at the hospital upon a physician's statement that death is imminent.
 5. The shift employee will be allowed proper time consideration for a rest period before returning to his regular shift.
 6. For the purposes of this section, "a confined hospital patient receiving bed and board" is defined as remaining in the hospital overnight.
- B. A maximum of sixteen (16) working hours will be allowed under (1) or (2) above when said relative goes to or returns from the hospital when more than eight (8) hours are required for making arrangements for the relative at the hospital and taking or returning said relative to or from the hospital. The maximum of sixteen working hours may be used under (3) if the employee's presence is required. Time off for any combination of the above reasons will be permitted but not more than sixteen (16) working hours leave of absence with pay will be allowed during any one (1) hospitalization period.
- A maximum of eight (8) working hours will be allowed when an employee's daughter is admitted to and confined in a hospital due to pregnancy.
- A maximum of sixteen (16) working hours per calendar year will be allowed when an employee's spouse or dependent is undergoing cancer treatments.
- Employee must provide documentation to substantiate any treatment for cancer related time off.
- C. After six (6) months of continuous employment, an employee will be allowed the time required, up to a maximum of eight (8) hours, with pay, to accompany a spouse, mother, father, son, daughter or dependent having outpatient surgery (other than dental surgery). Such surgery must be performed in a hospital or clinic by a medical doctor and under a general anesthesia.
- D. With the exception of the employee's spouse, in applying any of the above, under no circumstances will an employee be entitled to more than 16 hours of paid leave of absence per covered family member, nor exceed a grand total of 32 hours in any combination thereof, in any calendar year.
- E. Employees will be allowed to use lost time for any hours in excess of their paid hours in this provision, with proper approval.

Section 11.03 Death in Family

- A. Leave of Absence with pay will be allowed after six (6) months of continuous employment when a death occurs in employee's immediate family; namely, spouse, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, step-parents, step-children, grandparents, grandchild, son-in-law or daughter-in-law.

- B. The maximum leave of absence with pay under this section will be three (3) working days except that in the case of grandparents, grandchild, son-in-law or daughter-in-law such maximum will be one (1) working day. To be eligible for payment under this section, the employee must attend the funeral of the designated relative unless physically incapacitated.
- C. In the event of multiple deaths in the employee's immediate family; namely spouse, sons, daughters, father or mother, an employee shall be allowed up to five (5) working days off without loss of pay.
- D. If an employee is on vacation, and there is a death in his family, he may elect to receive pay for death in family and cancel his vacation. To be eligible for payment under this Section, the employee must attend the funeral of the designated relative.

Section 11.04 Jury and Court Duty

If an advance notice of eight (8) hours is given to the Company, an employee called for jury service, or subpoenaed to appear as a witness, in a case in which he has no interest, on any regular work day shall be excused from his regular shift that day and be paid the difference between what they receive as a jury fee and eight (8) hours straight time pay. The employee working the 2300 to 0700 shift will be excused from their regular shift on the day of jury or court service. If an employee on a day shift is excused from jury duty any day not later than 1100 hours, or the employee on the afternoon shift who is excused no later than 1300 hours, he must work the remainder of his regular work schedule that day in order to be entitled to the payment of said difference. He may be assigned to train or perform useful work.

Section 11.05 Pallbearer Duty

When employees are requested by the family of a deceased employee or deceased retired employee to serve as an active pallbearer, they shall be permitted to be absent from their regularly scheduled shift on the day of the funeral without loss of pay.

ARTICLE 12

TERMINATING EMPLOYMENT

Section 12.01 Terminating Employment

When any employee covered by this Agreement desires to leave the employment of the Company except by mutual consent, he will give to the Company ten days' notice, such notice to be given by the employee in person to the Manager of the Energy Center, and the Company will likewise give to each regular employee covered by this Agreement ten days' notice prior to terminating such employee's employment with the Company except when an employee is discharged under the terms of Section 2.01.

Section 12.02 Special Rules Applying to Probationary Employees

The provisions of Section 12.01 shall not apply to probationary employees except as provided in Article 3, Section 3.03 when they become regular employees.

ARTICLE 13

OCCUPATIONAL INJURIES

Section 13.01 Disabling Injury

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

Section 13.02 Termination of Payments

Necessity for loss of time, the date of return to work, and the termination of the employee's right to payments hereunder by the Company shall be determined by the Company in accordance with its established practices. However, any claim of deviation in established practices will be subject to the provisions of Article 4.

Section 13.03 Exclusion of Payments

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

Section 13.04 Full Day Allowed in Case of Accident

Whenever an employee is unable to finish a day's work because of injury received in the line of duty, he will receive eight hours pay for that day.

Section 13.05 Employees Injured While Working on Overtime Days

When an employee is injured in line of duty when working on one of his overtime days, he shall be paid for the amount of time he might have expected to work on the overtime assignment up to a maximum of eight hours at the appropriate premium rate of pay.

ARTICLE 14

APPRENTICESHIP TRAINING

Section 14.01 Conditions of Apprenticeship

A. Purpose

The purpose of the Newton Energy Center Apprentice Program is to provide the apprentice with the necessary knowledge and skills necessary to be successful in their craft area. The apprentice program does not contain all training that will be received by the apprentice but is a listing of on and off-site courses, computer based training and performance requirements specific to their craft area required to become a journeyman. Apprentices will also be required to complete other required training such as OSHA safety and plant policies and procedures. These additional training items are not part of the apprentice program.

B. Prequalification Entry Requirements

Personnel desiring entry into the apprentice program must demonstrate that they possess the basic fundamental knowledge and skills necessary to be successful in this apprentice program by passing a written examination (excluding MASS test) with a score of 70% or greater. This exam will be developed and administered by the Company. The specific areas to be examined are listed in Section A (Prerequisite Knowledge and Skills) of this document. Upon successful completion of the test the employee will be placed in a pool of pre-qualified apprentice candidates. Should the Company determine to fill a vacancy through an apprenticeship, it will be filled from the pre-qualified group of employees per Section 3.10 of the contract.

C. Program Sequence

The apprentice program is divided into three phases. Each phase describes those knowledge and performance items that must be learned prior to advancement to the next phase of the program. At the completion of phase 3 the apprentice will be advanced to a journeyman in the craft area. Written and performance examinations will be administered at various times during the apprentice program. Successful completion of each of these examinations is required to advance through the program. When an apprentice has completed all courses, computer based training and performance items for a phase of the program, they will be required to complete, with a score of 70% or greater, a comprehensive written and performance examination for that phase. Upon successful completion of both the written and performance examination, the apprentice will be considered to have completed that phase.

Apprentices that do not successfully complete the written or performance examination will have thirty (30) working days to study outside of work hours and take the comprehensive written and/or performance examination a second time. If a passing score is achieved on the second examination the apprentice will have completed this phase of the program. If an apprentice does not successfully complete the examinations on the second attempt; the apprentice, the supervisor and the department manager will meet to determine a course of action to take. The apprentice may have a union representative present at this meeting if the apprentice desires. If an employee is removed from the apprenticeship program for any reason, the employee will be returned to their former position.

Each phase of the program has specific completion times that must be met to continue in the apprentice program. If an apprentice does not meet the completion time requirements or does not demonstrate adequate progression through a specific phase of the program; the apprentice, the supervisor, and the department manager will meet to determine why the apprentice is not progressing as expected. The apprentice may have a union representative present at this meeting if the apprentice desires. A course of action to assist the apprentice in completing the program will be initiated. If the apprentice is still not able to complete the phase of the program or show adequate progression through the phase of the apprentice program in the required time frame he/she may be removed from the apprentice program.

Apprentices that complete a phase of the apprentice program prior to the established time frame will be advanced to the next phase upon completion of the previous phase. The apprentice will receive pay increases associated with this transition at the time they advance to the next phase.

The following table lists the Apprentice Program phases, the expected completion times, and the section of this document where the knowledge and skills requirements can be found. These course and performance requirement listings may be changed at any time during the apprentice program if it becomes necessary to ensure alignment of the apprentice program with equipment changes or job assignments. Any training added to a previously completed phase of the apprentice program will be completed by the apprentice; their position within the apprentice program will not be changed with the addition of this training requirement.

Phase	Timeline	Details
Entry Requirements	Pre-entry	Section A
Phase 1	0 to 6 months	Section B
Phase 2	6 to 12 months	Section C
Phase 3	12 to 18 months	Section D
Phase 4	18 to 24 months	OJT

D. Advanced Placement of Apprentices

Employees wishing to prepare themselves for future craft position vacancies can request access to the internet based training received by the apprentice or may attend community or technical colleges to prepare for these vacancies. All training or education completed by an individual preparing for a future craft vacancy will be completed on the employee's own time. Upon successfully bidding and receiving entry into the apprentice program, the same training curriculum and associated knowledge assessments and testing that apply to the apprentice program will apply toward the advanced placement efforts.

E. Apprentice Training Hours

In order to complete the apprentice program in the scheduled timeframes, apprentices will be expected to complete a portion of the course materials on their own time. The apprentice will be allowed, on average, 16 hours per 40 hour work week to attend course classes, computer based training and performance items on company time. The apprentice will be expected to complete, on average, 8 hours per 40 hour work week of computer based training on their own time. The apprentice's supervisor will track the training hours completed during the month and report the number of hours on a monthly basis to the station's Production Superintendent. Additional training items completed by the apprentice such as OSHA safety training and procedure and policy training will not count towards fulfillment of the 16 hours of training per 40 hour work week.

F. Additional Program Requirements

If individuals are removed from the apprentice program for any reason, they will not be allowed to bid on job vacancies in that craft area for a period of 4 years from the date of removal from the apprentice program. Further, upon successful completion of the apprentice program, the journeyman may not bid out of the craft area for a period of 2 years from the date they are advanced to journeyman. Individuals that are presently enrolled in an apprentice program may not bid on any other apprentice job vacancy. Apprentices may not bid on journeyman positions in the area of their apprenticeship.

G. Performance Requirements

Performance items are listed after the course or computer based training in each section of this document. The apprentice will complete the course and/or the computer based training first. They will then be assigned to perform the task with a journeyman or under the direction of a management person that is knowledgeable in the performance area. Each performance item is designated with an Action Code to indicate the acceptable method of performance. The following codes are used:

<u>Code</u>	<u>Action</u>
P PERFORM:	The apprentice must actually perform the complete task in accordance with the given standards.
S SIMULATE:	The apprentice may simulate the task performance by placing their hands on the required components or controls and describing to the observer what action they would take. The apprentice should act exactly as though he/she were doing the task without actually performing any component manipulations.
O OBSERVE:	The apprentice will observe the task performance by another apprentice or a journeyman in the craft area. Performance at this level must also include a discussion of the task performance with the supervisor. This action code is used for tasks that are unusually complex or infrequently performed.
D DISCUSS:	The apprentice will discuss the task performance with the supervisor or a management person familiar with the task performance. This task performance will consist primarily of an oral examination. An item may also be completed by performing the task at a higher action code than is indicated. Example: a task listed as an O (Observe) may also be completed by either simulating or performing. In this case the evaluator would line out the O and hand write in a P or S depending on the action taken. Discuss action codes must be completed as indicated.

Section 14.02 Journeyman Training

Any Journeyman enrolled in an update training program will be required to maintain a 70% average for each classroom session for determination of the employee's future participation. The Union training specialists, the first line supervisor and the senior supervisor in the affected craft will mutually agree on who will participate in update training programs for that craft.

ARTICLE 15 OTHER PROVISIONS

Section 15.01 Continuation of Benefit Plan

A. Health and Welfare

Employees will participate in the Family Medical Care Plan 16 ("FMCP Plan") for medical, prescription drug, dental, and vision coverage under the following conditions:

1. The Company will subsidize each enrolled employee's premium at monthly amounts set forth below with payment made directly by the Company to the FMCP Plan Trustee on a monthly/payroll basis. The employee will be responsible for payment of the remainder of the FMCP Plan premium through payroll deduction.

Coverage	2019 Subsidy (includes medical, dental and vision)	2020 Subsidy (includes medical, dental and vision)
EE Only	<u>\$665.14</u>	\$686.96
EE + Spouse	<u>\$1,263.27</u>	\$1,304.70
EE + Child(ren)	<u>\$1,181.31</u>	\$1,220.06
EE + Family	<u>\$1,754.51</u>	\$1,812.06

The Company agrees to accept up to a maximum increase of 3.5% in 2021 and 3.5% in 2022 to the medical and dental subsidy dollar amounts listed above in relation to potential increases with the full FMCP premiums for Plan 16. Any unused portion of the cost trend in 2021 can be applied to 2022 but the total percentage can't exceed 7% over the life of the agreement.

2. The Company or any affiliate will not be the FMCP Plan Administrator, Sponsor, Trustee, or Fiduciary.
3. The FMCP Plan will certify to the Company annually by October 1 that it remains compliant with the Affordable Care Act (ACA).

4. The Company will not be responsible for any excise tax or other penalty assessed against the FMCP Plan or its participants.
5. The employees, whether enrolled in the FMCP Plan or not, will be eligible to participate in the Vistra Employee Assistance Program.

The Company will provide and administer a Flexible Spending Account (FSA) for all Employees that choose to participate. All FSA's must be set up during the Annual Benefit Enrollment period.

The Company will continue to provide and administer the Long Term Disability (LTD) Program.

This offer does not include any participation or benefit from any or all of the following Vistra programs:

1. Hospital Indemnity Program
2. Business Travel Accident Insurance Program
3. Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Program
4. Any other health or welfare benefit not specifically provided for in this Agreement

Payroll deduction processing, in support of providing the Employee's contribution portion of the FMCP premium, will be checked off the pay only on the separate written order of the individual employee, subject to revocation by him/her at any time by means of a separate written order. The Company will notify the Union of the receipt of any such notice of revocation.

The Company reserves the right to audit the FMCP coverage, premiums and process associated with support of the Newton Local 702 employees.

B. Qualified Plans: Effective January 1, 2016, the Company will provide benefits to employees under the Dynegy Pension Plan and the Vistra Energy Thrift Plan as follows:

1. Retirement Plan –The Company will provide employees the benefits set forth in the Dynegy Pension Plan except with a minimum interest crediting treasury rate of 4.5%.
2. 401(k) Plan – The Company will provide employees the benefits provided to non-represented employees as set forth in the Vistra Energy Thrift Plan Summary Plan Description with a 5% Company match.

C. Retiree Health and Welfare Plan: Effective July 1, 2015, the Company will no longer provide post-retirement benefits as set forth in the Dynegy Retiree Health and Welfare Plan Summary Plan Description to current, active employees.

The Company will subsidize, on a one time basis, a \$1,000,000 funding to the Southern Illinois Electrical Retiree Welfare Plan for funding of Newton Energy Complex, Local 702 Employees Retiree Medical benefits.

The Union will provide to the Company, on an annual basis, verification that all funds provided, plus interest accumulated, are used exclusively for the funding of the Newton Energy Complex, Local 702 Employees' Retiree Medical Benefits.

The Union agrees that acceptance of this funding alleviates the Company of any and all future obligations, responsibilities and additional requests associated with providing benefits or funding for Retiree Medical and Life Insurance benefits.

The Union will be responsible for managing and administering all aspects of the Southern Illinois Electrical Retiree Welfare Plan and the FMCP Plan 16.

The parties agree to a mandatory after-tax employee contribution of 2% of gross wages (straight time and overtime) to be directly transmitted by the Company to the Retiree Welfare Plan by the 15th day of the month following the month the contributions are due. The parties agree that bargaining unit employees who are currently eligible for retiree medical benefits through Ameren will not participate in the Southern Illinois Electrical Retiree Welfare Plan, and accordingly, will not be subject to the mandatory after-tax 2% employee contribution. The parties have agreed to a list of bargaining unit employees who are covered by this exclusion.

- D. Personal Protective Equipment (PPE) Policy: Effective January 1, 2020, the Company will provide the following PPE benefits:

1. Safety Shoes – Maximum of \$150 every one year.
2. Safety Glasses – Maximum of \$250 every one year.

Reimbursement shall be verified with a receipt of purchase(s), and through a process agreed to between the parties.

This benefit is renewed on January 1st of each calendar year, and employees shall not be allowed to carry over unused money into any new calendar year.

- E. Except as set forth above and where applicable, the Company shall select the underwriter, manager, trustee, administrator and/or other parties involved with the implementation and administration and/or other parties as appropriate to implement and administer each of the above plans and related funding vehicles, and may, as it deems necessary, change those parties for each plan during the term of this Agreement. The Company agrees to bargain with the Union on the benefits provided by the above plans. It is understood that said plans are the result of contractual relationships with outside parties and that they have a system-wide application. Continuation of the benefits under said plans indefinitely may therefore be beyond the control of the Company. It is understood, however, that the Union may file a grievance concerning the removal of the carrier in the event it believes that said carrier is not performing with respect to processing the claims in accordance with industry standards or not paying the benefits provided by the plans.
- F. If the Pension Plan is found to be out of compliance with the law, the Company and the Union agree to open negotiations for the pension plan only.

Section 15.02 Notification Procedure

Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under certified mail addressed to the last known address. The point of contact for present employees who do not have a telephone or refuse to give their telephone number to the station will be the employee's time card.

Section 15.03 Supervisors Doing Work

Unless assigned to a department for training no supervisor or technical employee shall be permitted to perform work covered by this Agreement except in emergencies when necessary to safeguard life or property. Training shall be in presence of Production and Maintenance employees and shall not be used for the purpose of avoiding overtime.

Section 15.04 Safety Rules

Safety Rules (Power Operations Safe Practices Handbook for the Newton Energy Center) in effect on August 13, 2003, shall be made a part of this agreement.

Section 15.05 Light Duty

- A. Employees will return to work on light duty if there is productive work available the employee can perform within the restrictions of his light duty release. Employees must immediately notify and provide proper documentation of any changes regarding their medical restrictions to the Company.
- B. An employee returning to work on light duty must provide the Company with a physician's statement indicating his light duty restrictions and must sign a medical release authorizing the Company's physician to talk with his physician concerning his current condition which resulted in light duty.
- C. It is not the Company's intent to allow an employee to return to work on light duty on a permanent basis or for an undetermined period of time. Therefore an employee's light duty status will be reviewed at the end of sixty (60) days to determine whether the light duty status should be extended.
- D. Employees on light duty may be assigned to perform any productive work for which they are trained and qualified within their medical restrictions in any classification on any shift.
- E. An employee who returns to work on light duty is eligible for overtime and work on a holiday within the restrictions of his light duty release. If the nature of the overtime work or holiday work is unknown an employee on light duty will not be offered the overtime or holiday work.

Employees on light duty will be eligible for upgrade if they are able to perform the full duties of the upgraded job within the restrictions of their light duty release. If the upgraded duties are unknown, the employee on light duty will not be offered the upgrade.

- F. An employee who returns to work on light duty or who completes his light duty and returns to his regular shift is not entitled to a forty-eight (48) hour notice with respect to any schedule or shift change.

Section 15.06 Use of Personal Vehicle

Employees using their personal vehicle for Company business, unless otherwise agreed to, will be reimbursed in the amount allowed by the Internal Revenue Service.

Section 15.07 Drug and Alcohol Testing

- A. All employees who are part of the bargaining unit are subject to fitness for duty testing as agreed to by the parties, as described below.

Fitness for duty testing may be required if there is a reasonable suspicion of the employee being under the influence of alcohol or drugs. In addition, employees are automatically subject to reasonable cause drug and alcohol testing if any of the following conditions occur or exist:

1. Accidents requiring medical attention or resulting in damage to Company property
2. Excessive tardiness
3. All employees will be required to pass a drug test administered by a Company approved facility if off work for over thirty (30) calendar days.

- B. In addition to fitness for duty testing identified above, all employees will be included within the Random Drug Testing program under the applicable provisions of the Vistra Energy Substance Abuse Policy and the Supervisor's Guidelines in existence at the time of the execution of this Agreement and unless contradicted herein.

The following represents the discipline procedures when an employee has a positive (failed) drug/alcohol related fitness for duty test or random drug test.

- I. Voluntary participation which requires inpatient/outpatient rehabilitation will be permitted twice during an employee's career without any suspension or disciplinary action being taken against the employee. Such voluntary participation must be requested by the employee prior to notification by management of a reasonable for cause or random test. Sick pay benefits will be paid in accordance with this Agreement and medical expenses will be paid in accordance with the Company's Group Medical Plan.

- II. An employee who involuntarily or randomly tests positive the first time will be placed on an unpaid 10-workday suspension. If medically approved and the necessary remedial treatment as recommended by the EAP personnel is adhered to by the employee, the employee will be placed on leave following the unpaid suspension. Remedial treatment by the employee must begin immediately, or as approved by the EAP personnel. Medical expenses associated with the rehabilitation will be in accordance with the Company's Group Medical Plan. Refusal to take the reasonable recommended remedial measures whether inpatient or outpatient, or failure to complete the prescribed program, may result in disciplinary action, up to and including discharge.
- III. In the event an employee receives treatment from a qualified inpatient treatment facility under the circumstances described in Item No. 1 or Item No. 2 above, the Company will pay up to 20 consecutive work days at straight time pay while the employee is on leave receiving such treatment. Regardless of the number of times an employee takes leave to participate in such treatment, the sum total of the number of work days paid under this Item No. 3 will not exceed 20.
- IV. An employee who involuntarily or randomly tests positive once, goes through treatment, and then later comes forth voluntarily as referred to in Item No. 1 above, will be placed on leave during the voluntary approved rehabilitation and will receive medical coverage for such rehabilitation in accordance with the Company's Group Medical Plan.
- V. With the exception of two involuntary or random positive tests where the employee is terminated on the second positive test, employees will be terminated upon confirmation of a third positive test result regardless of whether voluntary, involuntary, or random.
- VI. Upon return to work from an inpatient or outpatient rehabilitation program, the employee will be subject to a 30-month follow-up drug testing program at the discretion of the Company. A positive (failed) test for drug use during the 30-month follow-up period will result in the employee's immediate termination of employment.
- VII. If an employee refuses to submit to a fitness for duty or random test, such refusal will be deemed a positive (failed) test result and the employee will be subject to either an unpaid 10-workday suspension if it is their first positive test or termination of employment if it is their second positive test.
- VIII. An individual who is involuntarily relieved of duty solely because of a fitness for duty or random test will be paid for time away from scheduled work if the test results are negative.

Positive testing levels for drugs will be as outlined in the Federal Department of Transportation Drug Testing Regulations. A positive testing level for alcohol will be 0.04% or greater.

Section 15.08 Smoking Policy

The No Smoking Policy as presented to the Union on June 26, 1989.

Section 15.09 Concurrent Benefits

An employee cannot be compensated for two (2) paid absence benefits concurrently, other than provided for in Section 8.05.

Section 15.10 Discipline

Employees will be subject to the Vistra discipline policy, the terms of which, as applied to employees covered under this Agreement, cannot be modified during the term of this Agreement without the mutual consent of the Union and the Company.

Discipline issued pursuant to the policy is subject to the grievance procedure set forth in this Agreement.

ARTICLE 16

CLASSIFICATION OF EMPLOYEES AND RATES OF PAY-SCHEDULE "A"

Section 16.01 Classification of Employees and Rates of Pay – "Schedule A"

Classification and rates of pay shall be as set forth in Schedule "A" attached to and made a part of this Agreement. Pay days shall be at bi-weekly intervals as presently in effect, except that the Friday holiday after the Thanksgiving day holiday will be pay day for employees falling in that pay cycle, and pay shall be distributed by electronic direct deposit.

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

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

When technology becomes available to process employees' expense account reimbursements via the payroll system, these payments will be paid through the normal payroll process on a pay date following the submission of the expense reimbursement request.

SCHEDULE "A"

	Occ. Code	Wage Rate Per Hour Effective 07/01/2019 2.00% GWI	Wage Rate Per Hour Effective 07/01/2020 2.00% GWI	Wage Rate Per Hour Effective 07/01/2021 2.00% GWI
Unit Operator	GA1512	\$44.87	\$45.77	\$46.69
Operator Assistant	GA1305	\$41.42	\$42.25	\$43.10
Water Treatment Operator	GA1515	\$39.47	\$40.26	\$41.07
Auxiliary Operator	GA1340	\$37.97	\$38.73	\$39.50
Operator Helper	GA1447	\$33.94	\$34.62	\$35.31

	Occ. Code	Wage Rate Per Hour Effective 07/01/2019 2.00% GWI	Wage Rate Per Hour Effective 07/01/2020 2.00% GWI	Wage Rate Per Hour Effective 07/01/2021 2.00% GWI
Relief Operator	GA1471	\$44.36	\$45.25	\$46.16
Stock Clerk	GA1025	\$33.97	\$34.65	\$35.34
Stockman	GA1728	\$32.88	\$33.54	\$34.21
Truck Driver	GA1035	\$32.87	\$33.53	\$34.20
Fuel Handling Operator	GA1440	\$39.90	\$40.70	\$41.51
Fuel Handling Mechanic	GA1275	\$40.87	\$41.69	\$42.52
Machinist Welder Repairman	GA1220	\$41.57	\$42.40	\$43.25
Machinist Welder Repairman Apprentice				
Phase 1	GA1221	\$34.04	\$34.72	\$35.41
Phase 2	GA1222	\$35.92	\$36.64	\$37.37
Phase 3	GA1223	\$37.80	\$38.56	\$39.33
Certified Welder- Repairman	GA1660	\$41.57	\$42.40	\$43.25
Certified Welder- Repairman Apprentice				
Phase 1	GA1661	\$34.04	\$34.72	\$35.42
Phase 2	GA1662	\$35.92	\$36.64	\$37.37
Welder-Repairman	GA1650	\$40.85	\$41.67	\$42.50
Welder Repairman Apprentice				
Phase 1	GA1651	\$34.81	\$35.51	\$36.22
Phase 2	GA1652	\$36.32	\$37.05	\$37.79
Phase 3	GA1653	\$37.82	\$38.58	\$39.35
Lube Man Welder Repairman	GA1215	\$40.85	\$41.67	\$42.50
Instrument/Computer Electrical Technician	GA1810	\$44.87	\$45.77	\$46.69
Instrument Electrician Technician	GA1820	\$43.43	\$44.30	\$45.19

	Occ. Code	Wage Rate Per Hour Effective 07/01/2019 2.00% GWI	Wage Rate Per Hour Effective 07/01/2020 2.00% GWI	Wage Rate Per Hour Effective 07/01/2021 2.00% GWI
Instrument Electrician Technician Apprentice				
Phase 1	GA1821	\$35.58	\$36.29	\$37.02
Phase 2	GA1822	\$37.55	\$38.30	\$39.07
Phase 3	GA1823	\$39.50	\$40.29	\$41.10
Phase 4	GA1824	\$41.46	\$42.29	\$43.14
Utilityman	GA1753	\$30.82	\$31.44	\$32.07
Utilityman 1st 6 Mos.•	GA1754	\$24.66	\$25.15	\$25.65
Utilityman 2nd 6 Mos.•	GA1755	\$26.18	\$26.70	\$27.23
Utilityman 3rd 6 Mos.-•	GA1756	\$27.73	\$28.28	\$28.85
Utilityman 4th 6 Mos.-•	GA1757	\$29.28	\$29.87	\$30.47

•Applies only to employees hired after July 1, 1992.

Section 16.02 Shift Differential

- A. The first shift for Coal Yard employees and Shift Maintenance employees shall be from 2300 hours to 0700 hours and for the Day Men shall be 2300 hours to 0700 hours, and those hours during the first shift shall carry a \$0.85 per hour differential. The second shift for Coal Yard employees and Shift Maintenance employees shall be from 0700 hours to 1500 hours, and those hours shall not carry a shift differential. The third shift for Coal Yard employees and Shift Maintenance employees shall be from 1500 hours to 2300 hours and for Day Men shall be 1500 hours to 2300 hours and those hours shall carry a \$0.80 per hour differential.

Shift differential for Operators working the 7:00 P.M. to 7:00 A.M. shift will be \$1.14 per hour.
- B. When an employee receives pay at the rate of time and one-quarter, time and one-half, time and three-quarters, or double time, the shift differential if any, applicable to the hours of the shift on which the work is performed, shall be increased accordingly.
- C. All hours worked that are directly associated with a specific job to be performed with the Mobile Crane (s) will qualify for a \$2.00 per hour increase for designated operator(s). This includes time for job briefing, crane and load setup, operation of the crane, crane jobsite cleanup and operator training when required to maintain qualifications to perform this type of work.

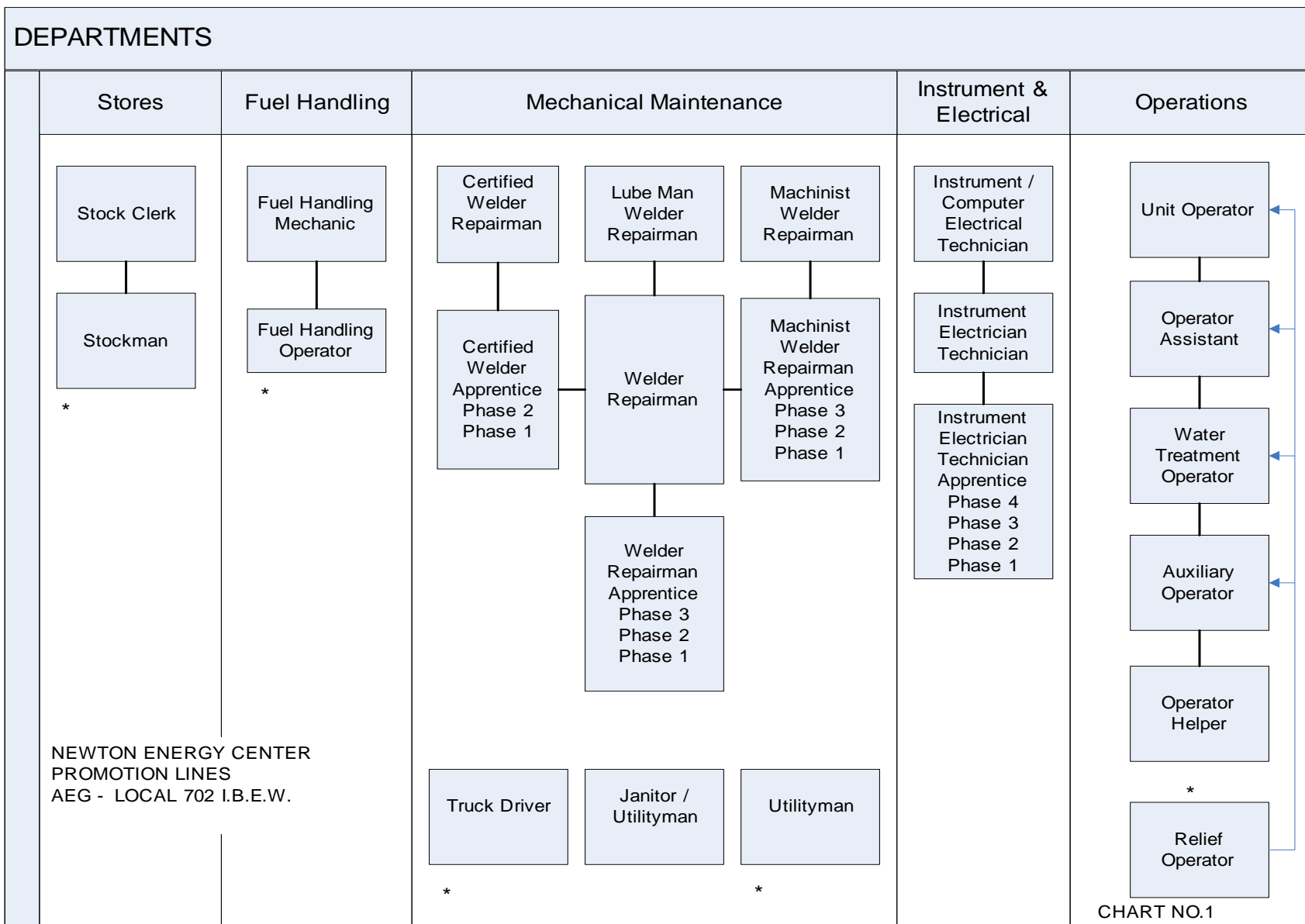
Section 16.03 Severance Plan

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

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

Section 16.04 Fire Brigade

\$5.00 Straight Time Per Hour for all Training and Fire Drills (Includes all required training specifically associated with Fire Brigade participation – example: Confined Space, Hazmat, ERT)



* ENTRY LEVEL JOBS ARE STOCKMAN, TRUCKDRIVER, UTILITYMAN, OPERATOR HELPER, FUEL HANDLING OPERATOR

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives on 7/25/19.

ILLINOIS POWER GENERATING COMPANY

By

Barry Boswell

A handwritten signature in cursive script, reading "Barry Boswell", is written over a horizontal line.

LOCAL UNION NO. 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By Steve Hughart 7-31-19
Steve Hughart
Business Manager

By Jason Woolard
Jason Woolard
Business Representative

RATIFIED BY THE MEMBERSHIP OF LOCAL UNION NO. 702 ON MAY 31, 2019.

APPROVED BY INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
INTERNATIONAL OFFICE

By: _____
President



SIDE AGREEMENTS

The following Letters of Agreement are considered part of the Newton Energy Center Operating Labor Agreement effective August 14, 2007

1. Ameren Services
2. Merger Agreement Language
3. Sale or Transfer of AEG Operation
4. 12 Hour Shift Addendum
5. Letter of Understanding Regarding Subcontracting
6. Benefit Plans – prior to 8-14-07 – Refer to Supplemental Cash Balance Pension Design Agreement dated 01-01-12
7. Benefit Plans – as amended 8-14-07 – Refer to Supplemental Cash Balance Pension Design Agreement dated 01-01-12

September 15, 2003

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

Mr. Ed Phillips
Business Representative
Local Union 702 - IBEW
Route 2, Box 191
Charleston, IL 61920

Gentlemen:

The Company and Local Union 702 have agreed to incorporate the attached language concerning the possible transfer of AmerenCIPS employees (AEG employees for the Newton Power Station) to Ameren Services in the agreement section of the Illini, Shawnee and Great Rivers Division and the Newton Power Station Operating Labor Agreements effective July 1, 1996. This agreement has no current application to the Newton Power Station.

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

AEG will not, nor does it believe it has the legal right to (without the Union's agreement), utilize transfers between AEG and Ameren Services to create now or in the future separate units of employees made up of such transferred employees from AmerenCIPS/AEG alone or combined with transferees from Union Electric.

AEG agrees it will not use the attached agreement to argue that the Union has somehow waived its rights to challenge any attempt by AEG to change the scope of any of the current bargaining units represented by IBEW Local 702.

Very truly yours,

C. M. Baughman
Manager, Industrial Relations

CMB/ejd

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

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

September 15, 2003

Mr. Ed Phillips
Business Representative
Local Union 702- IBEW
R. R. 2, Box 191
Charleston, IL 61920

RE: Sale or Other Transfer of AEG Operation

Dear Ed:

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

1. Certain provisions of this Collective Bargaining Agreement other than wages and fringes may be impossible for the successor to adhere to. In such case, the successor will be obligated to bargain with the Union in order to as closely approximate the intent of the Collective Bargaining Agreement as possible. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.
2. The successor may not be able, because of cost concerns or availability reasons, to provide identical fringe benefits to those provided for in this Collective Bargaining Agreement. In that event: (1) the successor will be obligated to bargain with the Union in order to attempt to provide a wage/benefit package which as closely as possible approximates the package provided for in the Collective Bargaining Agreement without increasing the successor's costs beyond that borne by AEG under this Collective Bargaining Agreement; and (2) in no event, absent the agreement of the Union, will the wage/fringe benefit package provided cost the successor less than the cost to AEG under this Collective Bargaining Agreement. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.
3. If a dispute should arise as to either the interpretation or application of 1 or 2, such dispute shall be resolved by the successor and Union by submission of the dispute to the grievance and arbitration procedure provided for in this Collective Bargaining Agreement on an expedited basis. The arbitrator's decision shall be final and binding.
4. Upon the signing of an agreement between AEG and a successor meeting the above stated requirements, AEG shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.

5. Any transfer of employees and related operations between AEG and Ameren will be governed by the AEG/Ameren employee transfer agreement, rather than Ameren being considered a successor.

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

Very truly yours,

C. M. Baughman
Manager, Industrial Relations

CMB/ejd

Ed Phillips
Business Representative
Local Union 702 - IBEW

12 HOUR SHIFT ADDENDUM

September 15, 2003

Mr. Ed Phillips
Business Representative
Local Union 702-IBEW
Route 2, Box 191
Charleston, IL 61920

RE Newton Power Station Operations Department
 Twelve Hour Shift Agreement

Dear Ed:

The Newton Power Station Operations Department Twelve Hour Shift Agreement, signed on May 25, 1995, provided for a trial period to end on June 29, 1996.

In accord with the provisions of the trial period, the Twelve Hour Shift Agreement would become a part of the Newton Power Station Operating Labor Agreement, effective July 1, 1996, if neither party exercised its right to cancel the Agreement during the trial period. Both parties agreed to continue the Twelve Hour Shift Agreement.

The Twelve Hour Shift Agreement, therefore, is included as an addendum to the July 1, 2003 Operating Labor Agreement.

If there is a conflict in the provisions of the Operating Labor Agreement and the Twelve Hour Shift Agreement, the provisions of the Twelve Hour Shift Agreement shall prevail.

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

CMB:ejd

NEWTON ENERGY CENTER
OPERATIONS DEPARTMENT
TWELVE HOUR SHIFT AGREEMENT

I. INTRODUCTION:

- A. This agreement describes the terms under which the employees assigned to the Newton Energy Center Operations Department will work a rotating 12-Hour Schedule.
- B. The parties agree that this agreement on 12-Hour Shifts will only be implemented for employees in the Newton Energy Center's Operations (Generation and FGD) Department.

II. DEFINITION OF WORK DAYS AND WEEKS:

- A. The work day will be as follows:
 - 1. A regular work day will consist of two (2) twelve hour shifts.
 - 2. The day shift hours will begin at 0700 hours and will end at 1900 hours. This will be considered the "First" Shift.
 - 3. The night shift hours will begin at 1900 hours and end at 0700 hours. This will be considered the "Second" Shift.
 - 4. The work day will begin at the start of the first shift each day. (For the purpose of Holiday Premium Pay)
 - 5. Operators may punch out fifteen (15) minutes before the hour, upon being properly relieved.
- B. The work week will be as follows:
 - 1. The work week will start at 0700 hours on Sunday morning and end at 0700 hours the following Sunday morning.
 - 2. Twelve hour shift rotation will consist of possible twenty-eight hour, thirty-six hour, forty hour and forty-eight hour work weeks during a twenty-eight day cycle.

III. PAY PRACTICES

- A. Straight time versus overtime rates of pay.
 - 1. The payroll week will start at 0700 hours on Sunday morning and end at 0700 hours the following Sunday morning.
 - 2. Regularly scheduled working hours will be paid at the rate of straight time on weeks containing twenty-eight, thirty-six and forty hours.

3. Scheduled forty-eight hour work week; for the weeks in which employees are scheduled to work forty-eight hours, time and one-half rate shall be paid for the hours worked in excess of forty hours.

- a) Time charged to any of the below list, during the week the employee is on their forty-eight hour scheduled work week, will be counted towards the forty hours determining when the employee is eligible for overtime pay. On the forty-eight hour work week, the last eight hours of the last day will be paid at the overtime rate if the employee works that shift. All paid absences on the last day of this week will be paid at the straight time rate.

Sick Day Pay – As defined in Article 10

Vacation Pay – As defined in Article 8

Death in Family Pay – As defined in Article 11

Occupational Injury - As defined in Article 13

Hospitalization of Family - As defined in Article 11

Jury and Court Duty - As defined in Article 11

Pall Bearer Duty - As defined in Article 11

Holiday Pay (if holiday falls on employee's scheduled work day) – As defined in Article 9

All hours outside of an employee's normal working hours will be paid at the appropriate rate of pay.

B. Holiday Pay:

1. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive eight hours of holiday pay.
2. If a holiday falls on an employee's regularly scheduled twelve hour day, the employee shall be paid eight hours of holiday pay, plus premium pay of time and three-quarters for the employee's regular twelve hours. Employees shall be paid double time for all hours worked on a holiday outside their regularly scheduled twelve hours.
3. When a holiday falls on an employee's four hour day, they shall be paid eight hours of holiday pay plus four hours they work on their scheduled shift at the rate of time and three-quarters.
4. Holidays are specifically spelled out in Article 9, Section 9.01 of the Labor Agreement.

C. Vacations:

1. Under the twelve hour shift agreement, employees will be paid at the straight hourly rate for all vacation hours, scheduled and approved.
2. Employees will be granted seven twelve hour single days per year. All remaining vacation must be scheduled in blocks of at least thirty-six hours.
3. Vacation eligibility will remain as per the contract allowance, however vacation time will be charged and recorded in four, eight or twelve hour increments, depending on the scheduled hours. Partial days vacation will be scheduled using the following rules.
 - a) The four hour short day may be scheduled in advance if it is scheduled within a block of vacation consisting of thirty-six hours or more.
 - b) After the "junior person" on the shift has scheduled their vacation, the vacation schedule will be returned to the "senior person" on shift with eight or four hours blocks of vacation unscheduled. At this time they will schedule these partial days in four hour blocks. These four hour blocks do not have to be included in a thirty-six hour block. These four hour blocks can only be used for four hour days or with a request for holiday off. If an employee schedules one of these four hour blocks with a holiday they must schedule a twelve hour day of vacation before or after the holiday to be guaranteed the holiday off.
 - c) When vacation day(s) are encompassed by or contiguous to a contract holiday on a normally scheduled 12-hour shift, employees will be charged eight (8) hours holiday and four (4) hours vacation. To guarantee a holiday off, it must be blocked on either side.
 - d) When an employee elects to take a vacation day on a holiday, said employee will receive eight (8) hours holiday pay plus twelve (12) hours of vacation pay.
 - e) Vacation time in excess of 40 hours will be paid at straight time.
4. The Company will allow at least one (1) operator on pre-scheduled vacation, per shift, outside of known outage and special training periods. A second operator, per shift, may be on vacation as relief is available and business need permits.

E. Shift Trades:

The Company will permit employees to trade shifts or days off when mutually agreed to by those involved and approved by supervision. All trades must occur within the same work week and must not involve overtime or anyone working more than sixteen hours straight. All shift trades must be in 12 (twelve) hour increments. The four hour day can be traded with somebody that is working the twelve hours.

F. Excused Leaves of Absence

1. Hospitalization of Family (section 11.02). Hours will remain in accordance to Union Contract, but can be combined with vacation hours to cover a twelve hour shift. It may be necessary to break up the maximum (16) working hours, for Hospitalization of Family into different increments such as two eight hour periods or a twelve hour and a four hour period.

2. Death in a Family (section 11.03). Hours and days will be changed to show the following:

<u>Present Language</u>	<u>New Language</u>
1 Day / 8 Hours	1 Day / 12 Hours
3 Days / 24 Hours	2 Days / 24 Hours
5 Days / 40 Hours	3 Days / 36 Hours
9 Days / 72 Hours	6 Days / 72 Hours

3. Jury and Court Duty (section 11.04)
 - a) If an advance notice of eight (8) hours is given to the Company, an employee called for jury service, or subpoenaed to appear as a witness, in a case in which he has no interest, on any regular work day shall be excused from his regular shift that day and be paid the difference between what they receive as a jury fee and twelve hours straight time pay. The employee working the 7:00 P.M. to 7:00 A.M. shift will be excused from their regular shift on the day of the jury duty or court service. If an employee on a day shift is excused from jury duty not later than 2:30 P.M., he must work the remainder of his regular work schedule that day in order to be entitled to the payment of said difference.
 - b) When an employee on the night shift is at work and finds out he must report for jury duty the next day, the employee will be allowed an eight hour rest period before reporting to Jury Duty or an eight hour rest period before reporting to work following jury duty. Any part of the Jury Duty and/or rest period extending into the regular scheduled shift will be paid straight time. Combination of rest period and jury duty will not exceed a maximum of 12 hours pay in any given 24 hour period.
 - c) Travel time from Jury Duty will be considered as Jury Duty.
4. Pallbearer Duty (section 11.05.) Present contract language will apply, except regularly scheduled day shift is twelve hours instead of eight hours.

G. Meal Allowance: (section 7.11)

When an employee is asked to work beyond their regular twelve hours, the Company shall provide a meal allowance at the end of thirteen hours of continuous work. An additional meal allowance will be granted every three hours of continuous work following the completion of this thirteen hours of work. The allowance for the cost of a meal shall not exceed \$2.50.

IV. FILLING VACANCIES AND CALL-OUTS

A. Overtime - CALL-OUTS:

The entire section of Article 7 will apply to the Twelve Hour Shift Schedule, except; 7.11 Meal Allowance and 7.02 Pay for Work on Sundays and Days Off.

B. Overtime Eligibility:

The following steps will be used to call out overtime:

1. Overtime will be filled in either a twelve hour block or an eight hour and four hour block combination. Overtime will be offered to the "Low Person" on the Overtime List. The "Low Person" may accept the entire twelve hour shift, eight hours of the shift or four hours on either end of the 12 hour block. If the first person accepting overtime accepts only four hours, then the remaining eight hours will be offered as an eight hour block and may not be broken up.
2. All overtime in eight (8) hour blocks or less must be offered as a full block to the low overtime person eligible to work the entire block.
3. To provide adequate relief coverage, the Company has to keep everyone trained up as far as possible.

V. Operating Training

- A. Operators will be kept whole for their regularly scheduled shifts when they are assigned to Operator training.
- B. An employee who is required to take operator training before they assume a new position will be required to pass any training associated with Operations with a 70% average and successfully pass the OJT before they are awarded the new position.
- C. Any operator enrolled in an update training program will be required to maintain a 70% average on testing for each classroom session for determination of the employee's future participation.

June 21, 1999

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

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

Gentlemen:

This letter serves as a general understanding of the intent of the subcontracting provision of the Newton Power Station Operating Labor Agreement. We believe it is in everyone's best interest to have such an understanding as to how it should be applied in our everyday activities.

The basic premise of the subcontracting clause is to provide Local Union 702 represented employees with as much assurance as possible that the maintenance and repair work they are currently performing will continue to be available to them while at the same time provide the Company with the contractual right to contract the work as it deems necessary.

The primary objective for the maintenance employees at Newton is to keep up with the core/routine maintenance work at the Station. Core and routine work is work such as preventive maintenance, emergencies and normal maintenance requirements. In other words the Newton maintenance employees' first priority is to maintain the existing equipment in a manner to allow for the efficient operation of the Station.

To the extent the Company can meet its goal of keeping up with the core/routine maintenance work, the Company wants its Local 702 represented employees to perform the work. To this end the Company agrees, whenever possible, to discuss potential contract work with the Union to determine if its 702 represented employees can perform the work, including working a reasonable amount of overtime, within the timeframe required by the Company.

If after these discussions, the Company agrees to assign the work to its Local 702 represented employees and the Union agrees it can perform the work within the designated time frame, the Company will schedule the work and the employees will work the agreed schedule to complete the work.

We believe what constitutes a reasonable amount of overtime will differ from one situation to another depending on the status of the ongoing core/routine maintenance work. At times the Company may not offer any overtime to its employees while at other times overtime may be the preferred alternative to contracting.

Very truly yours,

C. M. Baughman
Manager, Industrial Relations

CMB:ejd

November 1, 2003

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

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

Gentlemen:

This letter confirms the agreement reached for the July 1, 2003 – June 30, 2007 Operating Labor Agreements for the Newton Power Station regarding the Medical Plan, the Retirement Income Plan and the Long-Term Savings (401-k) Plan.

1. Medical Plan:

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

2. Retirement Income Plan:

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

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

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

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

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

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

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

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

The Company will take the necessary action, as soon as is practicable following the ratification of the Labor Agreement, to change the Savings Investment Plan for Local 702 bargaining unit employees at Ameren Energy Generating Company, to allow a contribution in the amount allowed by the Internal Revenue Service. (This does not mean the Company's match is increased.)

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

The employee contributions to the Long Term Savings (401-K) Plan up to the first 6% will be matched by the Company at a rate of \$0.25 for each \$1.00 contributed.

Very truly yours,

C. M. Baughman
Manager, Industrial Relations

CMB:ejd

August 14, 2007

Ed Phillips
Jason Woolard
Business Representatives

Local Union 702 - IBEW
106 North Monroe
West Frankfort, IL 62896

Gentlemen:

This letter confirms the agreement reached for the August 14, 2007 – June 30, 2011 Operating Labor Agreements for the Newton Power Station regarding the Medical Plan, Pension Plan, Long-Term Savings (401-k) Plan, and the Long Term Disability Plan.

1. Medical Plan:

It is agreed to discuss changes to the medical plan during the term of this Labor Agreement without bargaining to impasse and implementation.

2. Pension Plan

It is agreed to discuss changes to the pension plan during the term of this Labor Agreement without bargaining to impasse and implementation.

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

The Company will take the necessary action, as soon as is practicable following the ratification of the Labor Agreement, to change the Savings Investment Plan as agreed to below:


- The Union agrees that the Employee Long Term Savings Investment Plan (ELTSIP) will be moved to the Ameren Savings Investment Plan (SIP).
- The employee contributions to the Long Term Savings (401-K) Plan up to the first 6% will be matched by the Company at a rate of \$0.45 for each \$1.00 contributed.

4. Long Term Disability

The Company will take the necessary action, as soon as is practicable following the ratification of the Labor Agreement, to change the LTD plan as agreed to below:

- The Company shall pay the total LTD premium
- Remaining previous year's accrued vacation shall be paid in lump sum at the beginning of LTD benefits.
- Employees shall become eligible for LTD benefits after 180 calendar days.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. C. Dunham', with a horizontal line extending to the left and a flourish to the right.

T. C. Dunham
Superintendent, Labor Relations
AER Business Services