

EFFECTIVE DATES
1/1/20 - 12/31/21

AGREEMENT BETWEEN **UTILITRA** AND LOCAL UNION NO. 702, IBEW, COVERING AND LIMITED TO METER READING ON THE UTILITY PROPERTIES FOR ALL OF AMEREN AND ALL OTHER UTILITIES IN THE ILLINOIS JURISDICTION OF THE LOCAL UNION.

FIRST CLAUSE

Agreement by and between **UTILITRA** and Local Union No. 702, IBEW. As used hereinafter in this Agreement, the term "Employer" shall mean **UTILITRA** and the term "Union" shall mean Local Union No. 702, IBEW.

SCOPE

This agreement is made for the purpose of stabilizing wage rates, hours of employment and other conditions of employment in the area for all Employees reading meters on the utility properties for all of Ameren and all other utilities in the Illinois jurisdiction of the Local Union.

PURPOSE

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect **January 1, 2020** and shall remain in effect until **December 31, 2021**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

NOTICE OF CHANGES

Section 1.02

- (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.
- (c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations, may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary of the Agreement.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach settlement on the local level prior to the meeting of the Council.
- (f) Notice by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

AMENDMENTS

Section 1.03 This Agreement shall be subject to amendment or supplement at any time by mutual consent of the parties hereto. Any such amendment or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and approved by the International Office of the Union, the same as this Agreement.

STATUS DURING DISPUTES

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

LABOR - MANAGEMENT COMMITTEE

Section 1.05 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary.

GRIEVANCES -- DISPUTES

SECTION 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

ARBITRATION

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

FAVORED NATIONS CLAUSE

Section 2.01 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry, on work covered by the Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employers under this Agreement and the Union shall immediately notify the Chapter of any such concessions.

MANAGEMENT RIGHTS

Section 2.02 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

UNION SECURITY

Section 2.03 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later. The Union shall notify the Employer of any individual who fails to comply with the provisions of this Section and such written notice shall constitute a request to the Employer to discharge said individual workman within forty-eight hours for a failure to maintain continuous good standing in the Union in accordance with its rules.

VIOLATION AND SUBCONTRACTING

Section 2.04 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with reading meters to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any meter reading work in the jurisdiction of this or any other Local Union will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

INSURANCE

Section 2.05 For all employees covered by this Agreement, the Employer shall carry workmen's compensation insurance with a company authorized to do business in Illinois, social security and such other protective insurance as may be required by the laws in Illinois and shall furnish satisfactory proof of such to the Union if requested. He shall also make payments to the Illinois Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

OTHER LOCAL UNION SUPPORT

Section 2.06 The Union shall have the right to support any other Local Union having justifiable trouble with the Employer, subject to the terms of this Agreement.

BRINGING IN ONE NON-RESIDENT METER READER

Section 2.07 Any outside firm doing meter reading work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-resident meter reader. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

SUBSTANCE ABUSE

Section 2.08 In order to ensure a drug free work place and to better ensure the safety of our members and customers, all employees will be subject to drug testing in the same fashion as those employees who are currently covered under the Department of Transportation Office, CDL Guidelines. This would include types of drugs and testing procedures as mandated by the D.O.T. All tests will be processed by a NIDA certified laboratory.

Should the D.O.T. modify, add, or delete any or all aspects of its current programs, said programs will of course be altered to meet the requirements of law.

Should any employee be employed in the jurisdiction of another mandated drug testing program, such employee will be required to test under such guidelines.

STEWARDS

Section 2.09 The Union shall be permitted to appoint a Steward in any shop or on any job and the Employer shall be notified in writing of any Steward so appointed. No Steward shall be discriminated against for the faithful performance of his duties.

ARTICLE III

REFERRAL PROCEDURE

Section 3.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 3.02 The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 3.03 The Employer shall have the right to reject any applicant for employment.

Section 3.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure:

Section 3.05 The Union shall maintain a register of applicants for employment.

TEMPORARY EMPLOYEES

Section 3.06 If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure; but such applicants, if hired, shall have the status of "temporary employees".

Section 3.07 The Employer shall notify the Business Manager promptly of the names and social security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the Referral Procedure.

DEFINITIONS

Section 3.08 "Normal Construction Labor Market" is defined to mean the following geographical area (plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured):

All Utility Properties for all of AMEREN in the Illinois jurisdiction of the Local Union and all other Utilities in the Illinois jurisdiction of the Local Union

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Section 3.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

RE-REGISTRATION

Section 3.10 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 3.11 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall upon re-registration, be restored to his appropriate place on the "List".

Section 3.12 Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer in the order of their place on the "Out of Work List". Any applicant who is rejected by the Employer shall be returned to his appropriate place on the "Out of Work List".

Section 3.13 The only exceptions which shall be allowed in this order of referral are as follows:

- A. When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 3.14 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.15 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.04 through 3.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.16 A representative of the Employer designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.17 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employer who are parties to this Agreement.

ARTICLE IV

HOURS OF WORK AND DAILY TRAVEL TIME

Section 4.01

- (a) Eight hours shall constitute a regular day's work between the hours of 8:00 AM and 5:00 PM with an hours' intermission for lunch, except as modified below; and forty hours shall constitute a regular work week from Monday through Friday. The daily eight (8) hour work schedule Meter Readers may not start their regular work before 7:00 AM and the regular day's work shall end no later than 5:00 PM.

FOUR TEN HOUR WORK WEEK

- (b) The four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) with prior approval of the Employer and the Union. If the parties agree to work the four ten hour week the following shall apply:
 - a. Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 AM and 5:30 PM. One-half (1/2) hour shall be set aside for an unpaid lunch period five (5) hours after the normal starting time.
 - b. Friday may be used as a make up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

- c. In the event that Friday qualifies as a make up day, the parties hereby agree that said Friday will be scheduled as the make up day and the Employer agrees to schedule work to fulfill at least the lost time incurred.
- d. If inclement weather should cause work on the make up day to be curtailed the employee shall receive not less than 2 hour block reporting time.

OVERTIME AND HOLIDAYS

Section 4.02 Time and one-half will be paid for all time worked in excess of the regular working day and Saturdays; double time will be paid for all work done on Sundays and the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Veterans' Day, Thanksgiving Day, Labor Day, Christmas Day or days celebrated as such, and when a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on a Saturday then Friday will be observed as the holiday.

CALL OUT

Section 4.03 A minimum of four hours' pay at applicable rate shall be paid to employees who report to work at any time other than during the regular workday on a regular work week. Monday through Friday shall be considered as a regular work week, except the work week may be extended to a six or seven day week when arranged for in advance, in which case the applicable overtime rate of pay will apply. This shall not apply to prearranged work which continues into a regular workday. Prearranged work shall be any work where the Meter Reader is notified prior to dismissal at the end of a workday. Employees will be allowed up to sixty (60) minutes to report to their headquarters for all calls. Time shall end when employees are returned to their headquarters and released.

ARTICLE V

HEADQUARTERS AND ALLOWANCES

Section 5.01 The Employer shall set up headquarters in multiple locations throughout the Ameren territory. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools. The Employer may home site employees to improve efficiency, upon mutual agreement of the parties.

Section 5.02 Employees or crews moved during a work week shall be transported to the new location by the Employer during working hours without loss of pay. Employees will be transported back to original headquarters on company time.

TOOLS FURNISHED

Section 5.03 Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently. When tools and hard hats are furnished by the Employer and deliberately misused or destroyed, the employee will be required to pay for such tools and hard hats.

COMPANY VEHICLE

Section 5.04 Contract Meter Readers shall be furnished a vehicle to use in their work (no use of personal vehicle).

REPORT TIME

Section 5.05 When employees report at headquarters ready for work at 8:00 AM and cannot perform work because of inclement weather, material shortages or other reasons beyond their control, they shall receive two hours' reporting time; provided they remain at headquarters during the two hour period. If they are instructed by the foreman to report at 1:00 PM and are still unable to perform work for the reasons mentioned above, they shall be paid another two hours' reporting time for the afternoon.

When, during the regular workday between the hours of 8:00 AM and 5:30 PM within the regular work week of Monday through Friday inclusive, employees are unable to work because of inclement weather, material shortages or other reasons beyond their control, they shall receive two (2) hours' pay for the first two (2) hours or fraction thereof worked and one-half (1/2) hour pay for each additional one-half (1/2) hour or fraction thereof beyond the first two (2) hours worked up to lunch. The remainder of the work day shall be administered in two (2) hour blocks.

SAFETY

Section 5.06 It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with applicable safety rules and standards.

PAYDAY AND WAITING TIME

Section 5.07 The workmen will be paid on or before quitting time Friday for all work performed the previous week. Check stubs, when paying by check, or deduction slips, when paying in cash, will show a break-down of hours and deductions. Any employees not receiving pay by 4:30 PM shall receive pay at the prevailing overtime rate until such pay is received. The Employer at his option may close his payroll on Wednesday or Thursday and still pay the men on the Friday of the following week. Direct deposit or debit card will be made available.

LAYOFFS

Section 5.08 The Employer agrees that when it becomes necessary to release employees because of lack of work that length of service shall be considered.

ARTICLE VI

Section 6.01 CLASSIFICATION OF EMPLOYEES AND WAGE RATES

<u>CLASSIFICATION</u>	<u>WAGE RATE</u>
Meter Reader	Effective 01/01/20 \$25.62 Per Hour
Meter Reader	Effective 01/01/21 \$26.39 Per Hour

ARTICLE VII

NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF'S designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

UNION DUES DEDUCTION

Section 7.02 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

HEALTH AND WELFARE FUND

Section 7.03 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, **Six Dollars, fifty cents (\$6.50)** for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

****Effective January 1, 2021, the Employer shall pay twenty-five cents (\$.25) for a contribution rate of Six Dollars, seventy-five cents (6.75).**

Section 7.04 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Local Union. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in writing being served by the Union; provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund.

MONTHLY PAYROLL REPORTS

Section 7.05 Each Employer agrees to file a monthly report which shall be due at the time that monthly contributions are due showing the number and names of employees (listed alphabetically) who worked under this Agreement during the month covered by their report, their social security number, the amount of contributions due for each employee, and such other information as the Trustees of the Pension Fund may request; such report is to be filed even though it reflects that no employees worked during the month.

ARTICLE VIII

NATIONAL ELECTRICAL ANNUITY PLAN

Section 8.01 It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc. and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to twenty and one-half percent (20 ½%) of the gross monthly labor payroll, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agreed to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

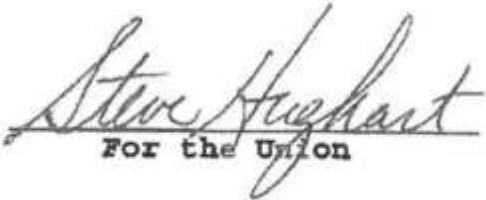
ARTICLE IX

SEPARABILITY CLAUSE

Section 9.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

LOCAL UNION NO. 702, IBEW

UTILITRA


For the Union


For the Employer

