

LABOR AGREEMENT

Between

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ILLINOIS POWER COMPANY

and

LOCAL UNION NO. 51, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Affiliated with American Federation of Labor)

Effective 7/1/03 - 6/30/06

Agreement dated this 1st day of July, 2003, between ILLINOIS POWER COMPANY (herein referred to as "Company") and Local Union No. 51, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (herein called "Brotherhood").

It is agreed by and between the parties hereto as follows:

The Company agrees to recognize the Brotherhood as the exclusive bargaining agency for all employees within the scope of this Agreement, and the Brotherhood agrees to act as the bargaining agency for all such employees.

This Agreement shall take effect on the first day of July, 2003, and shall remain in full force and effect until and including the 30th day of June, 2006, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to the expiration date thereof or expiration date of any renewal, requesting termination of the Agreement, provided that the Brotherhood and the Company respectively agree that there shall be no strike or lockout thereafter except upon ten (10) days written notice thereof by the initiating party. If such sixty (60) day notice is given by either party for renewal then both parties shall submit their suggested changes to the other party not later than five (5) days from the date the notice is postmarked.

The Union and the Company agree to continue their policies prohibiting discrimination or harassment against any employee because of his or her race, color, religion, sex, national origin, marital status, type of military discharge, physical or mental handicap, or age. Wherever in the agreement the term "his" appears in reference to an employee or the use of the word "man" in any title such as lineman, it shall be deemed to include both male and female.

Any provisions of this Agreement found by either party to be in conflict with State or Federal statutes shall be suspended when such conflict occurs and shall immediately thereafter be reopened for amendment to remove such conflict.

ARTICLE I - TERRITORY

Section 1. This Agreement shall have effect in the LaSalle, Galesburg, Bloomington, Champaign, Decatur, and Jacksonville Service Areas of the Company and shall cover all employees performing work in the departments and classifications of such service areas set forth in ITEM 1 of this Agreement.

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In the event of the establishment of new job classifications, or the substantial modification of duties for existing job classifications under ITEM 1 by the Company, the Brotherhood will be advised in advance of such new or modified classifications, and rates for such new or modified classifications will be established by agreement between the Company and Brotherhood, due regard being given in the setting of such rates to rates herein provided for comparable jobs.

Section 2. The provisions of this Agreement shall apply to all employees covered by this Agreement.

Section 3. It is mutually agreed that all present employees covered hereunder who are members of the Brotherhood shall, as a condition of employment, continue to be members of the Brotherhood for the duration of this Agreement and all other present employees covered hereunder and all new employees covered hereunder shall, as a condition of employment, become members of the Brotherhood not later than 30 days after the signing of this Agreement, or after date of employment, whichever is later, and shall continue to be members of the Brotherhood for the duration of this Agreement. Company further agrees that when additional employees are required it will notify the Brotherhood. Company may employ any person qualified in its judgment whether a candidate furnished by the Brotherhood or any other person of its own selection.

Section 4. This Agreement shall not apply to supervisory, professional, sales, clerical, office employees and plant guards and they shall not be permitted to perform work covered by this agreement except in emergencies when necessary to safeguard life and property.

Section 5. If the Company should contract any of the work covered by this Agreement, such work shall be done by a contractor who employs labor under conditions acceptable to the Brotherhood. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if as a result thereof it would become necessary concurrently to lay off or to reduce the rate of pay of any employees on the seniority list who regularly perform such work.

Section 6. It is the intent of the parties hereto that an entity which becomes a legal successor to the Company shall have the duty to bargain with the IBEW locals representing the Company's employees in the units covered herein to the extent consistent with requirements of the National Labor Relations Act. The Company will use best efforts to cause any entity that succeeds by sale, purchase, merger or any other such transaction to any area, divisions or business unit of the Company to agree to assume the Company's obligations under this Agreement.

Section 7. In order to ensure IP is a drug free work place and to better ensure the safety of our employees 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 of Pipeline Safety Guidelines. This would include types of drugs, testing procedures, rehabilitation and discipline as mandated by the D.O.T. and agreed to between Company and Union. 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 the law. However, the minimum standard or program will be the drug program in place for the non-union as administered by General Procedure 8.23.

Audits of the NIDA certified laboratory shall occur within sixty (60) days following a change in testing facility or on an as needed basis when requested by either management or the IBEW. As

needed will be defined as no more than annually. Audits which occur as a result of this provision shall include a representative selected by the IBEW.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1. In the event any differences shall arise during the term of this Agreement between the company and any employee or employees, hereunder, or between the Company and the Union, then such shall be settled in the following manner:

Step 1. The matter in dispute shall be presented to the person to whom the employee(s) involved are responsible (or other appropriate Company representative). If not resolved within five (5) days from the date Management is notified of the dispute/difference, the matter in dispute shall be submitted in writing to the Company representative within fifteen (15) calendar days of the date upon which the difference is based first occurred or first becomes known to the employee(s). A meeting shall be held within ten (10) calendar days. The Company representative shall respond in writing within ten (10) calendar days after said meeting. In the event the dispute is not settled within the above time period, then the appropriate Step 2(a) or 2(b) shall be followed. Grievances/disputes that are resolved or withdrawn at Step 1 shall be on a non-precedent setting basis and shall not be cited by either party.

Step 2(a) EXPEDITED GRIEVANCE PROCEDURE:

While the parties believe this procedure will solve the delays currently being encountered in the grievance and arbitration process, it is recognized that modifications may be necessary once this procedure is put into practice. Therefore the parties agree to meet as necessary to collaboratively address any process concerns that may arise. This procedure will automatically expire at the end of the labor agreement that becomes effective July 1, 2003, unless the parties mutually agree otherwise.

Disputes that arise over bypass overtime, upgrades, disciplinary action, five (5) days or less or other agreeable issues shall be processed in the expedited grievance/arbitration procedure. (Agreeable issues are those that the Company (HR Department) and Union Business Manager or his designee mutually agree to).

The company and the union shall establish a permanent panel of arbitrators. The cost shall be split equally (50%/50%) between the Company and the Union. To accommodate this process the Company and Union shall establish an expedited arbitration panel consisting of four (4) mutually agreeable arbitrators. These arbitrators shall rotate with one present for each quarterly hearing date, if necessary. Each Union will be responsible for one of the quarterly hearing dates each year and will notify the Company at least thirty (30) days in advance of the hearing as to which grievances will be presented. The fees shall be split between the Company and the Union equally (50%/50%) for the cases submitted by each Local and the Company.

There shall be no attorneys, nor post-hearing briefs. Each party shall present an oral position (maximum 15 minutes) and shall be given an opportunity for rebuttal (maximum 15 minutes). Witness testimony for each party shall be limited to one (1) witness for the Company and one

(1) for the Union, a maximum of fifteen minutes of witness testimony and fifteen minutes for the cross examination. Time limit extension may be made by mutual agreement. The Arbitrator shall give a decision within ten (10) calendar days and the Arbitrator's decision shall be non-precedential, final and binding. The Arbitrator shall have no right to amend, add to or delete from this agreement.

Step 2(b). The matter in dispute shall be presented in writing to the appropriate Labor Relations Representative within ten (10) calendar days of the time stated for disposition in Step 1. In the event a mutually agreeable meeting date is not selected within fifteen (15) calendar days of the receipt of the letter, it may be moved to the next step by either party. An answer to the grievance shall be given in writing within ten (10) calendar days after the meeting is held at this step. In the event the dispute is not settled at this step within the time period as stated above, then it shall be submitted to an Arbitration Board as provided in Article III, below.

ARTICLE III - ARBITRATION BOARD

Section 1. The Four Man Arbitration Board shall consist of two (2) members appointed by the Union and two (2) members appointed by the Company. They shall meet to hear the facts of the dispute within thirty (30) calendar days of the receipt of notification of intent to invoke their services. Should this board be unable to reach a satisfactory resolution of the grievance within fifteen (15) calendar days of their meeting, the party seeking arbitration shall notify the other party within (15) calendar days of the time limits stated above of their intent to seek the services of a neutral arbitrator. The party requesting arbitration shall request a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Company and the Union shall then within fifteen (15) calendar days after receipt of the list of arbitrators from FMCS alternately strike one name from such list so that the remaining arbitrator shall be designated as the arbitrator. Only one panel of nine (9) arbitrators shall be requested unless both parties mutually request additional lists.

Section 2. The arbitrator shall be advised prior to hearing that a decision must be rendered within thirty (30) calendar days of receipt of briefs unless both parties agree to an extension. The arbitrator's decision shall be final and binding on all parties. In considering any dispute under this provision, the arbitrator shall have no authority to amend, delete from or add to this agreement.

Section 3. The Company and the Union shall bear the expenses of its own Board members, and the expenses and fees of the neutral arbitrator shall be shared equally. The total cost of any stenographic record and all transcripts thereof shall be paid by the party ordering same. Court reporters shall be requested to supply transcripts within ten (10) calendar days of the hearings and the parties shall request a briefing date no longer than thirty (30) calendar days after receipt of the transcript unless they shall mutually agree otherwise.

Section 4. In the event any of the foregoing time limits are not observed or extended by mutual agreement in writing, the difference shall be assumed to have been settled and the right to invoke Step 1 or any succeeding step, or arbitration, as the case may be, shall be deemed to have been waived. The parties will expedite discharge cases through the grievance procedure, where mutually agreeable. Unless mutually agreed otherwise, grievances with no significant activity by the Union

for sixty (60) calendar days will be considered withdrawn. The Company and Union agree to meet, as needed, to discuss disputes that arise outside of the grievance process. If the Company fails to meet/respond in accordance with the time limits set forth in the labor agreement, as determined between the Business Manager and Company designee, the Company will pay the arbitrator's fees and expenses, if applicable.

ARTICLE IV - HOURS AND WORKING CONDITIONS

Section 1. All employees covered by this Agreement shall receive full time employment (40 hours per week) provided they are ready and in condition to perform their work. Any employee shall not be required to take time off during basic work days in lieu of overtime worked or to be worked. Employees laid off because a job is completed or shut down for reasons beyond the Company's control shall be paid in full to the date of layoff.

Section 2. Eight (8) hours from Monday to Friday inclusive will constitute a regular day's work in all cases except where it is necessary for an employee to work regularly on Saturday, in which case his week shall be from Tuesday to Saturday evening inclusive so that his rest period shall be consecutive. Employees so employed may work Monday through Friday inclusive and Tuesday through Saturday inclusive each alternate week. For all employees in the Central Meter Shop, Garage, and Miscellaneous departments hours shall be from 8:00 a.m. to 5:00 p.m. with one hour off the job beginning at 12:00 o'clock for lunch, except as otherwise mutually agreed.

For all employees in classifications contained in the Line, Forestry, Meter, Substation Construction and Maintenance and Gas Departments hours shall be from 8:00 a.m. to 4:15 p.m. with a thirty (30) minute lunch period beginning at 12 noon, fifteen (15) minutes of which shall be paid for by the Company as part of the regular work day. One (1) Line crew and one (1) Gas crew may be established in each area Tuesday through Saturday. Additional crews may be established by mutual agreement. The foregoing weekly and daily work schedule may be changed by mutual agreement between the Company and the Union. Employees shall report to their headquarters at 8:00 a.m. and be returned to their headquarters at 4:15 p.m., their quitting time. Employees whose regular hours of work begin at 8:00 a.m. may elect to start at 7:00 a.m. provided a majority of all employees in that area (Electric, Gas, Substation, Meter, Garage and Stores) agree and subject to management approval. This same procedure (except for management approval) will be utilized when an area decides to return to an 8:00 a.m. start time. The appropriate Local Union office will provide a minimum of two (2) weeks notice to Labor Relations to request a change in hours. Back shift garage employees will adjust their shifts appropriately to accommodate this change. A shift adjustment which results in a third shift employee beginning at 11:00 p.m. on Sunday will not entitle that employee to a premium rate for the hour worked on Sunday. Lunch periods will not be affected by a change in start times under this provision unless mutually agreed upon by the parties.

Hours for Janitors shall be mutually arranged as required to suit the work.

Section 3. The regular hours of employment for employees where continuous regular service is required seven (7) days per week, twenty-four (24) hours per day, shall be eight (8) consecutive hours per day, and five (5) consecutive days per week insofar as is practical, Sundays and Holidays inclusive, and the change of shifts shall take place at 7 a.m., 3 p.m., and 11 p.m., or 8 a.m., 4 p.m., and 12 midnight. Employees so engaged shall be known as Shift Employees. The shift differential for evening and night shift workers shall be sixty-five (65) cents per hour. Employees who are

regularly scheduled to work on a calendar Sunday shall be paid time and one-quarter (1/4) of the basic hourly rates for their scheduled eight (8) hours tour of duty on that day. Other employees working on Sunday shall not receive the Sunday premium rate but shall be paid the applicable overtime rate.

Section 4. (a) Regular holidays under this agreement shall be: New Year's Day, President's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and the Employee's Birthday.

The employee's birthday holiday is effective July 1, 1973. The holiday may be celebrated under one of the following options:

- 1) On the actual day under the same provisions that govern the celebration of other holidays.
- 2) Taken as vacation. Scheduling of this option is subject to the needs of service, and is to be completed by April 30th each year for the next May 1 through April 30 period.
- 3) If an employee's birthday holiday falls on a holiday and is not rescheduled under option 2 above, the birthday may be taken in conjunction with that holiday or the employee will be paid eight hours pay.

When a holiday under this Agreement falls on a Saturday, the previous Friday shall be celebrated as the holiday and when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday (Christmas Eve will be celebrated on the last regularly scheduled work day before the day on which Christmas is celebrated as a holiday by the Company).

Employees required to work more than eight (8) continuous hours for any reason shall be paid for work after the first eight (8) hours at the applicable overtime rates. (This applies only to shift employees who are required to double over).

(b) Employees under this agreement shall receive eight straight time hours pay for each of the above listed holidays.

(c) Any employee when working his regularly scheduled hours on days designated as holidays in this agreement shall be paid (in addition to the regular hourly rate of pay) time and one-half pay at his regular hourly rate for such hours.

(d) An employee who is usually excused from working his normally scheduled hours because of a holiday shall, if called for work during such hours on a holiday, receive additional time and one-half for hours worked (with a minimum of two hours) within the scheduled hours from which he was excused. When a holiday falls outside of the regularly scheduled work week and he is called for service on such holiday, he shall receive additional time and one-half pay for such hours worked (with a minimum of two hours) as fall within the hours which on the previous regularly scheduled work day were his normally scheduled hours. Work performed on holidays outside of the hours above referred to shall be paid at double the straight time rate of pay.

(e) Straight time holiday pay shall be lost under the following conditions:

1. Failure to work on a holiday which falls within the employee's normally scheduled work week if not excused.
2. Failure to work the regularly scheduled day before or the regularly scheduled day after the holiday unless excused.

(f) Employees (exclusive of shift workers) whose work week is Tuesday to Saturday, inclusive, shall be off duty the day following a holiday which is celebrated on Monday. When a holiday falls on Monday, they shall celebrate the holiday on Monday and receive holiday pay for that day and Tuesday shall be their normal day off. When a calendar holiday falls on Friday or Saturday employees whose work week is Tuesday to Saturday inclusive shall be off duty the day of the calendar holiday.

Section 5. No work shall be performed by employees included hereunder on Labor Day, except that which is required to preserve life and property and to maintain service.

Section 6. When an employee is temporarily required to perform work in a lower paid classification he is to suffer no reduction in pay, and when an employee of a lower paid classification is required to do work of a higher paid classification for a period of one (1) hour and less than four (4) hours, he shall be paid the higher rate for four (4) hours of his regularly scheduled work day. When an employee of a lower paid classification is required to do work of a higher paid classification for four (4) or more hours in any one day he shall be paid the higher rate of pay for his scheduled work day.

Section 7. Employees holding positions requiring not more than eight (8) hours service per day who work five days per week and are relieved on the remaining days are to be known as continuous operation employees and shall not do any more work on any holiday or Sunday which their week may include than is necessary to prevent a shutdown or meet an unforeseen emergency.

Section 8. When a crew is sent out without a Crew Leader present the senior Journeyman on that crew may be designated as Crew Leader for the day; on subsequent days, the senior Journeyman available in that headquarters area shall be designated as Crew Leader subject to Article VI, Section 6(a) of the General Agreement.

ARTICLE V - VACATIONS

(a) The vacation year shall be from each May 1 to and including the following April 30.

(b) All employees covered hereunder who have worked six (6) continuous months for the Company shall then accrue vacation credit for the time worked on the following basis:

1 year - 10 working days
5 years - 15 working days
7 years - 16 working days
9 years - 17 working days
11 years - 18 working days
13 years - 19 working days
15 years - 20 working days
21 years - 21 working days
22 years - 22 working days
23 years - 25 working days
30 years - 30 working days

Employees who have accrued vacation credit of ten (10) or more working days will be allowed to schedule their vacation anytime during the vacation year in which the accrual occurs.

(c) Employees who are entitled to an annual vacation can use their earned days as individual vacation days. For purposes of administration, employees may take their vacation days under the following circumstances:

- 1) Needs of the service must always be met.
- 2) Scheduled vacation periods (5 or more days) will always be given preference over individual days.

3) Reasonable notice for time off must be given.

4) Holidays shall be considered a working day for vacation scheduling purposes but shall not be considered a vacation day.

(d) Vacation time shall not accumulate from one vacation year to another except that unused vacation time (at the end of the vacation year) up to a maximum of eighty (80) hours will automatically carryover to the next vacation year.

(e) When an employee terminates, he/she shall receive vacation earned prior to May 1 and pro rata vacation from his/her anniversary date to the termination date. (Retirees shall continue to receive pro rata vacation from May 1 to the termination date). Employees who are permitted to take additional vacation days in the vacation year prior to their accrual date will have such additional amounts deducted from their final pay if their employment terminates prior to reaching their actual accrual date.

(f) In determining pro rata vacations for employees who have been absent due to accident or illness, allowable sick leave plus thirty (30) days shall not be counted as time lost.

(g) Employees who have been laid off shall not lose their status in determining vacation rights unless they have been out of the service one (1) year.

(h) Prior to May 1 of each calendar year Department Heads will consult with all employees entitled to vacation and from such consultation the Company shall establish and post before the above date on departmental bulletin boards a working schedule for vacation periods. In determining vacation schedules, the wishes of the employee will be respected as to the time of taking his vacation insofar as the needs of the service will permit. Although vacation time is earned according to length of continuous Company service, it shall be assigned according to length of Company service in Local Union 51's jurisdiction.

ARTICLE VI - SENIORITY

Section 1. General

(a) New employees, or re-employed employees whose seniority has been terminated, shall serve a six (6) continuous months probationary period with the Company and during such period the Company shall have the right to discharge for its own reasons or rehire such employees. Employees who are continued in the service of the Company after said probationary period shall be immediately credited with six (6) months seniority.

(b) Seniority shall date from the time an employee first earns compensation in the employ of the Company or its predecessor.

Section 2. Reckoning of Seniority

(a) Should classification seniority of any two employees be equal, departmental seniority shall prevail; should departmental seniority be equal, then service area seniority shall prevail; should service area seniority be equal, then the respective seniority of such employees shall be determined by lot.

(b) An employee may claim seniority in any classification within any department, in any service area, where he has been employed in such classification six (6) months or more.

(c) The seniority of a Journeyman who has reached a Journeyman's classification through apprenticeship or time served as a helper, shall begin on the date he began his apprenticeship or began as a helper.

(d) Seniority (except for the Substation Construction and Maintenance Department) shall be service area seniority with each headquarters area as a distinct point, except that in any instance where areas are being combined, then seniority shall also be combined.

Section 3. Accumulation of Seniority

(a) When an employee is temporarily required to perform work in a lower paid classification he shall continue to accumulate seniority in his regular classification; and when an employee of a lower paid classification is temporarily required to do work of a higher paid classification he shall continue to accumulate seniority in his regular classification.

(b) An employee who becomes disabled shall be entitled upon recovery to return to his former position with accumulated seniority provided he is physically qualified to return to work.

(c) In those cases where the employee mentioned in Section 3(b) above is not physically qualified to return to his former position, but is physically qualified to perform other work covered by this Agreement, the employee may exercise their seniority under the layoff provision of the agreement so they can maintain employment. If due to a disability an employee is forced to exercise their seniority under the layoff provision, employee may exercise their overall service area seniority. When they are sufficiently recovered to go back to their former classification, they may exercise their rights under Article VI, Section 6 of the agreement.

(d) Any employee appointed by the Company to a position outside of this agreement shall retain and accumulate seniority in the department in which he has established such seniority. Such employee may, within ninety (90) days, return to his former position. If such employee continues in the new position after ninety (90) days, he cannot thereafter, of his own volition, return to his former position. If the Company should subsequently demote such employee, he may return to his former department with the accumulated seniority as first stated above.

(e) An employee who may be elected or appointed to an office in the Brotherhood, which election or appointment requires his absence from duty with the Company, shall be granted a leave of absence without pay for the term of office and he shall continue to accumulate seniority throughout such term of office and shall, upon expiration of his leave of absence, be reinstated in accordance with his seniority, provided he is physically qualified.

(f) Any employee entering military service or conscripted for defense work shall accumulate seniority during his absence provided that he returns with a certificate of satisfactory completion of his service, re-applies for work within the statutory limit of ninety (90) days after such completion and is physically fit to be restored to his position. If disabled or incapacitated in any way, the returning employee's case will be considered individually at that time.

(g) Employees who desire to transfer to another location within the company territory shall do so according to the following procedure. This procedure will be effective after the bidding requirements of the Labor Agreement have been completed for permanent job openings.

1. Employee to present Transfer Request to Manager, Department Head, or designee for entry into the Transfer Database.
2. Request will be considered active upon entry into database and will remain active for a maximum of 12 months.
3. Requests will be honored in accordance with
 - (a) Local Union Seniority under this agreement.
 - (b) Company Seniority
4. Transfer will be limited to one each 18 months.
5. Employees will be responsible for all expenses related to the transfer and must move to new location within 120 days of effective date of transfer.

6. Employees will receive consideration only if they have been a satisfactory performer for the 18 month period prior to transfer.
7. Transfer requests within the same job classification will be accepted first within the same local and second from another union.
 - (a) When journeyman vacancy is posted for bid and not filled through normal bidding procedure, the Company may post an apprentice job for bid. If the apprentice job is not filled through normal bidding procedure, then transfer requests will be honored for the Journeyman position.
8. Transfer requests that would necessitate a change in job classification will be given serious consideration if employee has the necessary qualifications.
9. Transfer offers must be accepted within 48 hours after being made.
10. An employee granted a transfer within their labor agreement will be subject to the same contractual probationary period language as applies to bids.
11. In the event the employee declines an offer to transfer to the location requested, the transfer request will become null and void.

(h) Employees who have established seniority under this agreement (including Appendix A or B of the prior labor agreement) when transferring from one area to another, from one area to a plant, and/or from one plant to an area within IBEW Local 51 jurisdiction shall continue to accumulate seniority at the area/plant from which transferred up to one (1) year. After one (1) year such seniority that had been established at the area/plant shall revert to seniority held at the date of transfer.

Section 4. Loss of Seniority

An employee's seniority shall be terminated for the following reasons:

- (a) Discharge for cause or voluntary absence from service not satisfactorily explained.
- (b) Laid off for lack of work and not re-employed within five (5) years.
- (c) Remaining away on leave of absence beyond the leave granted. [See Article VI, Section 5(b)].
- (d) Accepting employment elsewhere without sanction of the Company while on leave of absence. [See Article VI, Section 5(b)].
- (e) Failure to apply for work within the statutory limit after completion of military service. (See Article VI, Section 3(f)).
- (f) Resigning or quitting.
- (g) An employee shall lose classification seniority when demoted from any classification for cause.
- (h) All time off duty due to sickness or injury not covered above, in excess of two (2) years, for each period of such sickness or injury, shall be deducted in computing seniority time, or years of service with the Company.

Section 5. Retention of Seniority

(a) Employees laid off because of lack of work, or for similar reasons beyond their control, and re-employed within five (5) years, shall have their seniority restored as of the date they were laid off.

(b) A maximum of sixty (60) days leave of absence within any calendar year may be granted to an employee with the written approval of the Manager of Industrial Relations. Leave of absence may be extended to six (6) months and, while on leave of absence, employee shall not forfeit his seniority or rights. If employee remains away for more than six (6) months, or accepts

employment elsewhere without the sanction of the Company, his seniority shall be forfeited. Any exception to the above must be mutually agreeable to both parties to this agreement.

Section 6. Promotions and/or Transfers

(a) The filling of vacancies shall be based on classification seniority, ability and qualifications; ability and qualifications being sufficient, classification seniority (in the classification in which a vacancy exists) shall be considered first. In the event the vacancy is not filled by an employee with seniority in the classification in which there is a vacancy, classification seniority (in the classification in the department immediately below the classification in which a vacancy exists) shall then prevail. Demotions because of reduction in forces shall be the reverse of the order of such promotions.

(b) The Company will afford the senior employee in the job classification reasonable opportunity to qualify for the next higher classification in his department.

(c) In the event there are no employees who qualify for and accept a job vacancy in accordance with Section 6(a) above, then other employees in that department shall be considered to fill such vacancies. In the event such vacancy is not filled from within the department, the following shall apply:

1. Overall service area seniority;
2. Ability and qualifications being sufficient, departmental seniority if filled from within the department, then overall service area seniority shall prevail in filling such vacancy.

(d) When a vacancy and/or a new position is to be filled, the Company shall post a notice on the bulletin boards in the headquarters, with a copy to the steward.

This notice shall be posted for a period of seven (7) calendar days and shall specify the job classification, rate of pay, department, shift, and days to be worked. This notice must be signed by employees wishing to bid the vacancy within the seven (7) day period.

Employees who are eligible to bid on a job which is posted and who are absent because of vacation, sick leave or other excused absence shall be considered to have bid on such job. (This shall not apply to employees on military leaves of absence.) Any such absent employee who is entitled to the job on the basis of this bid procedure must be available for work on that job within a reasonable period of time after the Company awards him the job, or the Company shall be free to award the job to another eligible bidder.

A copy of the bid sheet shall be sent to the affected Local Union and after the job has been filled the Union shall be notified by mail as to the successful bidder.

The name of the successful bidder will be posted on the same bulletin boards as the original bid sheet in the headquarters within the affected service area as soon as possible after it has been determined. Such posting shall not commit the Company to filling the vacancy or new position nor shall it serve to establish a date for filling the vacancy or new position. If the position is filled seniority will date from the time of the posting of the successful bidder. New pay scale will start when position is actually begun. If there is no successful bidder such notice shall also be posted. Bids which are not filled within ninety (90) days shall become void.

(e) An employee who has been so promoted or transferred, shall be assigned to the new classification for a probationary period of ninety days, during which time he may be returned to his old job either at his request or at the instance of the Company, if in its judgment such employee is not suited for the job.

(f) When an employee declines a promotion it shall not prevent him from accepting a future promotion.

(g) Probationary employees may transfer from one department to another only with the consent of the Company.

(h) Apprentices and helpers, shall have no right to transfer until the apprentice has completed his apprenticeship or until the helper has served two (2) years in that classification. Exceptions to this provision may be made by the Company. Applicants for apprenticeship in the line, forestry, and gas departments will be required to pass a physical examination prior to being accepted into the Apprenticeship Program. The Company will pay for and schedule such physical examinations. Employees transferring to an apprentice or helper classification in another department shall serve a six months probationary period, during which time the employee may be returned to his old job or be assigned to a lower rated job in that department. In considering employees for transfers the ability to adapt to, and learn the new job shall be of utmost importance in considering ability and qualifications.

(i) Employees rights to interdepartmental transfers shall be limited to one transfer in any 12 month period except when they are returned to their old job at the insistence of the Company or due to another employee exercising contractual rights.

(j) For the purposes of promotions, filling of vacancies, and/or filling new jobs, all journeyman job classifications within a department shall be considered as one. Total journeyman seniority within a department shall prevail.

(k) When a lineman apprentice or gas apprentice completes the apprentice program the company agrees to post a journeyman's position in systems, Monday through Friday 7:00 a.m. to 3:15 p.m. for bid. This is to be considered realignment and to afford the senior journeyman, i.e. an opportunity to realign his classification and work schedule. The process will continue until all positions are filled. The bidding process shall be expedited.

Should no journeyman bid a position, the journeyman who has just completed the apprentice program shall fill that position. If the newly topped out journeyman is forced/bid to a one-man truck, he may receive additional training, based upon Apprentice Committee evaluation, for up to ninety (90) days if necessary.

Section 7. Layoff

Employees will be given 2 weeks notice prior to reduction/layoff or will be paid wages through this two-week period. The union will also be supplied with 2 weeks notice of impending reduction/layoff.

In reduction/layoff in any classification, probationary employees shall be laid off first. In cases where further reduction/layoffs are necessary the employee(s) with the least department seniority in the classification to be reduced/laid off shall be the one to be reduced/laid off.

For reduction/layoff purposes apprentices of a given classification shall be considered as a single classification. For reduction/layoff purposes a Journeyman's seniority shall include all time served as an apprentice and all journeyman classification of that department.

An employee so reduced/laid off may within 5 days after notice of reduction/layoff exercise his department seniority in any journeyman classification in that department, provided his qualifications for that particular job are sufficient at the date of the reduction/layoff. Should the employee not be able to bump into a journeyman position within his department, he shall be able to exercise his service area seniority in any classification/department, provided his qualifications for that particular job are sufficient at the date of the reduction/layoff. However, an employee will not be allowed to exercise his service area seniority in the department/classification from which he is

being reduced/laid off, unless he is forced to exercise his service area seniority in order to retain his employment with the company. Such employee while continuing to retain and accumulate his service area seniority shall be entitled to accumulate department seniority in the department to which transferred only from the date of transfer.

Note: Before an employee may exercise his/her service area seniority in another department he/she must have exhausted his/her department seniority in journeyman classifications from which the reduction/lay off/bump occurs.

Note: An employee who bumps into another department shall use service area seniority to bump into the job. He shall have to have had more service area seniority to bump the employee in the classification and department.

Section 8. Recall

When adding to the forces, the employee laid off who has the greatest overall service area seniority or plant seniority (whichever is applicable) and is qualified to fill the vacancy, shall be first recalled, after the bidding procedure in Article VI, Section 6 has been exhausted, provided they are available and physically fit to return to work within two weeks of notification to report for work.

If an employee is ill or is temporarily incapacitated because of an on-the-job injury suffered prior to layoff and cannot return to work when recalled, they will be placed in a special category. Their recall time will be placed on hold until such time as they are fully recovered and able to return to work. At that time their recall time period will start moving again.

In the above instance, the next most senior person will be recalled. If there are no less senior persons on lay off and a new employee is hired and the laid off employee becomes physically able to return to work prior to the expiration of the new employee's probationary period, they shall have the right to claim that job and the new employee shall be laid off.

ARTICLE VII - SAFETY

Section 1. The Union or any affected employee shall have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this Agreement, a claim that any safety rule, regulation or practice, as applied, imposes an unreasonable working condition.

Section 2. The Company shall provide ample rubber boots, raincoats, rain hats, hoods, blankets, line hose, insulated switch sticks, individual rubber gloves, and other safety equipment to adequately protect the health and safety of employees in the discharge of their duties. It is further understood and agreed that rubber gloves and boots being furnished to each employee required to use them must be sterilized and tested before being given to employees. Adequate storage space shall be provided for this equipment when not in use and safety equipment shall be inspected and tested at frequent intervals so that unsafe equipment may be replaced. Employees covered hereby shall promptly report to their supervisor any defects in safety or other equipment.

Section 3. Employees under this agreement will use and make every effort to preserve the equipment provided for their safety and failure to use equipment so provided shall be grounds for discharge.

Section 4. The Company will generally maintain within the departments covered by the agreement sufficient employees to safely perform the work required. Nothing in this agreement will

be construed to require the Company to employ any person not required in the proper and efficient operation of its property.

Section 5. Equipped first aid kits shall be maintained for each truck and at each station or plant where the employees covered by this agreement work. Each station or plant and truck where there is a crew of employees working shall be furnished a blanket for first aid purposes.

Section 6. The Company will not require employees to work out of doors during heavy or continuous storms unless such work is necessary to protect life or property, restore or maintain service to the public.

At temperatures of zero degrees or less, the Company will not make work assignments which would require employees of the Line, Forestry, Substation, and Gas Distribution Departments or other employees to be out of doors for extended periods which could seriously affect their health except to protect life or property or to maintain service to the public.

On days other than the above, temperature, as well as other factors will be considered when making reasonable work assignments. If there is a doubt as to the reasonableness of the assignment at the start of the work day, the employee in charge of the assignment and or/the departmental steward should bring it to the attention of the immediate supervisor. If a doubt as to the reasonableness of the assignment should arise during the day the employee in charge of the assignment should bring it to the attention of his supervisor. In either case, after consideration has been given to the question or questions as to the reasonableness of the assignment, the supervisor will then make the decision, subject to the provisions in Article II and III of this Agreement.

Section 7. (a) Journeymen Linemen shall be able to glove voltages up to 15 KV under the terms and conditions of the Gloving Program. Apprentices shall be permitted to begin gloving up to 15 KV at the same time as they are currently permitted to glove 5 KV under the Apprentice Lineman Program (currently 2500 hours). The final decision to perform the work using gloving procedures shall be made by the employees at the job site.

(b) In case of trouble calls, or in handling voltage over 440 volts if additional help is required as a safety measure such additional help shall be provided.

Section 8. The Company will see that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

Section 9. A Crew Leader in charge of any crew of five or less employees shall perform work to the extent that it does not interfere with his properly looking after his work as Crew Leader and the safety of the employees in his charge.

Section 10. It is agreed that the painting of all poles, steel towers supporting wires and substation equipment shall be done by Linemen, or Substation Electricians, and apprentices of those classifications.

Section 11. The Company will not require one employee alone to install expander plugs in gas services, weld or do gas work against main pressure when main pressure is in excess of normal house pressure.

ARTICLE VIII - OVERTIME AND MEAL ALLOWANCE

Section 1. OVERTIME

(a) All time worked in excess of regular hours or regular shifts, shall be paid for at the rate of time and one-half, and double time is to be paid for all overtime worked on Sunday.

(b) Employees called out to work after having been released from their regular day's work or called out on a non-scheduled work day shall receive a minimum of two (2) hours pay at the applicable overtime rates.

(c) Employees called out on their regular work days for work less than two (2) hours in advance of their regularly scheduled working hours shall receive a minimum of two (2) hours pay at the applicable overtime rates.

(d) Time for employees who are called out will start from the time they are called and end when they are released from duty.

(e) Prearranged overtime work scheduled in advance of regular working hours when assigned to employees who have had notice not later than at the end of their next preceding work period and who continue to work their regularly scheduled work period following said prearranged overtime shall be paid for the applicable overtime rate for actual excess time. In the event notice is not given at or before the end of the employee's next preceding work period they shall be allowed a minimum of two (2) hours pay at the applicable overtime rate.

(f) Employees employed for less than two (2) hours on prearranged overtime work who do not perform a regular day's work before or after said prearranged overtime shall be allowed a minimum of two (2) hours pay at the applicable overtime rates. In addition the two (2) hour minimum pay shall apply in those cases where prearranged overtime is scheduled and is canceled prior to reporting time.

(g) When an employee is called out after regular hours of work he/she shall receive not less than two (2) hours time at the applicable overtime rate. If an employee is called back more than once between two (2) consecutive scheduled work days his/her pay for such intermittent work shall not be less than two (2) hours at the applicable overtime rate or more than he/she would have received during any established eight (8) hour work period had he/she worked continuously for such period. For administration purposes employees whose work schedule provides 15 hours between two (2) consecutive scheduled work days the first seven (7) hours will be considered the first eight (8) hour period.

(h) An employee who has worked for sixteen or more continuous hours shall, upon release be entitled to an eight hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled work day he/she shall lose no time thereby. Time worked in excess of sixteen continuous hours shall be paid for at not less than two times the basic rate until released from duty. Time worked during the above mentioned rest period shall be paid for at two times the basic hourly rate. For the purpose of administering the overtime period and rest period the work period shall be considered continuous unless interrupted by a continuous eight hour period. Accumulation of time towards this continuous eight hour period shall begin upon release. However, the employee will remain eligible for overtime until his/her sixteen hour clock has expired. It is understood, unless instructed otherwise, employees will take an eight hour rest period when due.

(i) When an employee is required to climb a radio tower to perform work he/she shall be paid double time during this period with a minimum of two hours.

(j) It is agreed that in the case of shift workers the first day(s) off in the work week will be considered their Saturday and the last day off in the work week is to be considered their Sunday and

if they are called to work on either of the said days off, they shall be paid the overtime rate specified for such days.

(k) Overtime shall be divided as equally and impartially as possible among the employees of all departments. All overtime shall be combined on one list for equalization purposes. The Company shall, at the end of each bi-weekly pay period, post a report of equivalent straight time hours on departmental bulletin boards, listing the overtime to date worked by each employee. If an employee is offered an opportunity for overtime and refuses same, the hours shall be charged against the employee (for overtime equalization purposes) as though he/she had worked.

Section 2. MEALS

(a) Regular thirty minute meal periods and meal money for meals eaten shall be established commencing at 12:00 noon (\$11.32), 6:00 p.m. (\$19.90), 12:00 midnight (\$19.90), and 6:00 a.m. (\$8.64). Meal money shall be adjusted effective January 1 each year based on the CPI-W for Food Away From Home.

(b) If an employee works during any portion of any of the above meal periods, except the noon meal period, he/she shall be provided a meal and allowed a thirty minute paid meal period. This includes those meals not taken before the employee is released from duty. This provision does not apply to callouts of 2 hours or less except when such callouts extend into the scheduled workday. The Company shall not be required to furnish a noon meal on the employee's regular scheduled or prearranged workday except on callouts of more than one (1) hour or prearranged overtime of more than two (2) hours which continues into his regular scheduled hours of work, then he shall be provided a noon meal.

(c) If an employee is required to work during his scheduled noon meal period on his regular scheduled or prearranged workday, he shall be paid the applicable overtime rate for actual time worked. A total of thirty (30) minutes without loss of pay will be allowed for his/her noon meal period. In the event the employee cannot be released for his/her noon meal period before 1:30 pm he/she shall be paid thirty (30) minutes time at the applicable overtime rate.

(d) The reference "furnished" is intended to mean actual meal or meal money as outlined in (a) above.

(e) Should an employee be entitled to a meal(s) at the time of release; he shall have the option to go eat the meal before being released. Should he opt not to eat the meal he shall only be paid a thirty (30) minute meal period. Meal periods earned but not taken shall be paid for at the prevailing rate in effect at the time they are released, except as otherwise provided herein, and will be considered as time worked for purposes of administration of the rest period.

(f) When employees are asked to perform emergency work outside of the Utilities property (mutual aid), the utility will provide transportation and either provide meals or reimburse to a reasonable amount for expenses actually incurred for meals. If the Company elects to utilize this provision when employees are asked to perform emergency work outside of the Service Area, it will also apply to the local employees involved in that emergency.

(g) Anytime overnight lodging is required, the Company will provide it or reimburse to a reasonable amount for expenses actually incurred for lodging.

(h) Employees whose regularly scheduled hours begin earlier or later than 7 am will be entitled to a meal period 2 hours after the end of their regular hours and every 6 hours thereafter with their mid shift meal being considered the noon meal. Meal periods shall be adjusted to the work schedule accordingly.

Section 3. TRAINING

Employees (trainees and trainers) who attend required training at the Decatur Training Center will do so under the following guidelines:

1. EXPENSES

1.1. Employees will be provided or reimbursed to a reasonable amount according to the terms of their respective contract for meals and lodging incurred while attending training.

1.2. Employees are expected to use their T & E credit card for legitimate business expenses whenever possible and will be required to provide an original receipt in order to be reimbursed for cash business expenditures.

1.3. A vehicle will be provided, however, employees who elect to use their personal vehicle for travel will be reimbursed at the current mileage rate.

2. TRAVEL

2.1. Employees who travel on the first and last day of training will do so on Company time. If it is necessary to travel outside of the hours of 8:00 a.m. to 4:15 p.m., the employee will be entitled to the appropriate overtime rate of pay.

2.2. Employees who receive permission to travel on the day prior to or after training will be provided with appropriate meals and lodging, but will travel on their own time.

2.3. Employees scheduled for consecutive training days will normally be expected to stay overnight and will be provided with appropriate meals and lodging.

2.4. Employees who are instructed by their supervisor or the training instructor to travel daily will be covered under section 2.1 (above).

2.5. Employees expected to stay overnight who request to travel daily, due to extenuating circumstances, will do so on their own time and at their own expense. These requests must be approved in advance by their supervisor. In the event that a family emergency (serious illness, injury, or death) necessitates that the employee return home, travel time will be paid at the applicable rate.

3. HOURS OF WORK

3.1. Regardless of the employee's regular schedule, the schedule for training days will be Monday through Friday, 8:00 a.m. to 4:15 p.m. with thirty (30) minutes for lunch. Adjustments to this schedule may be made by the Training Center to accommodate special circumstances.

3.2. Employees will be provided lunch as close as practical to noon on training days, however it will be no earlier than 11:00 a.m. and no later than 1:00 p.m. Employees will not be entitled to overtime or meal money if the lunch period starts at other than noon.

4. OVERTIME

4.1. Minor amounts of time (report a little early or stay a little late) to accommodate training needs will not be eligible for overtime compensation. Employees will not be forced to do so and it is understood that this provision will not result in an employee exceeding forty (40) hours of straight time for that week.

4.2. To enhance the employee's training experience it is imperative that they be well-rested and alert. As a result, it is neither the desire nor the intent of the parties to have employees attend training at other than their straight time rate of pay. Therefore, employees will remove themselves from the overtime callout list prior to leaving work on their last regular work day, or remove themselves from an overtime assignment, for a consecutive

period of eight (8) hours plus appropriate travel time prior to the starting time for training unless the Company declares an all-out emergency which requires that the employee be removed from training.

4.3. An employee held over past the regularly scheduled conclusion of training for safety reasons (hazardous weather such as road conditions, heavy rain, tornado warnings, etc.) will not be eligible for overtime during the delay. However, the Company will continue to cover business expenditures as outlined in Sections 1.1 and 2.1 (above) until such time as it is safe for the employee to travel.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Bargaining unit positions which are affected by technological change shall continue to remain within the bargaining unit to the extent that they can be clearly and distinctly recognized as positions which have been historically included within the scope of this unit.

Section 2. Pay days shall be every other Friday for the two-week period ending five days prior to pay day. When pay day falls on a holiday employees shall be paid on the preceding day.

Section 3. The Company will replace tools and tool boxes owned by employees, in like kind and size or equivalent, which have been broken or worn out while used by the employees on Company work and upon surrender of the defective tool to the Company.

Section 4. All employees shall be entitled to the necessary time off with pay, not to exceed two hours for the purpose of voting at all city, county, state, and national elections.

(1) Two hours prior to closing of polls will be the maximum "necessary" voting time for employees whose work day begins at 8:00 A.M., on the day of the election. Employees working hours other than the above will not be allowed time off with pay during regular working hours for the purpose of voting.

(2) Necessary time off with pay will be granted only to employees who are registered voters, eligible to and do vote in the particular election.

(3) If the employee needs time off during working hours for the purpose of voting, he will contact the supervisor prior to election day requesting same and an understanding will be reached on the "necessary" time off so that work scheduled can be adjusted accordingly.

Section 5. An employee will be allowed three (3) consecutive working days of Funeral Leave with pay in the event of a death in his immediate family; namely father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother and sister. If the call is received while at work, the following day will be counted as the first day and the employee will receive straight time pay for the remainder of the basic work day.

An employee will be allowed one (1) day of Funeral Leave with pay to attend the funeral of his grandfather, grandmother or grandchild. When an employee is requested by the family to serve as pallbearer for a deceased employee or a deceased retired employee he shall be permitted to be absent without loss of pay not to exceed one (1) day.

Section 6. An employee who is injured during and in the course of his employment with the Company and is eligible for Workmen's Compensation for temporary total incapacity for work in

accordance with the Workmen's Compensation Act, Section 8, shall receive from the Company the difference between the weekly compensation rate for temporary total disability and his basic weekly take-home pay (gross pay less FICA, Federal and State Withholding Taxes) for each day he is off, starting from the time of the injury. Such payments are to continue until:

- (a) the Company physician releases the employee to return to work; or
- (b) such time that compensation or temporary total incapacity for work as specified in Section 8 of the Workmen's Compensation Act has been exhausted; or
- (c) such time that the employee is determined to be wholly and permanently incapable of work by the Industrial Commission.

In no case will an employee be entitled to more than his basic take-home pay during the period of temporary total incapacity for work.

Section 7. An employee performing jury service shall do so without loss of pay and shall remit all fees for such service to the Company. On days second or third shift employees are required to report or call in for jury duty, they will be assigned to day shift hours and will not be eligible for overtime. On days when the employee is not required to report or call in for jury duty, the employee will report to his/her regularly scheduled shift. Employees will notify supervision on a daily basis whether they will be on jury duty or reporting to work the next day, if the next day is not a scheduled day off. If released from jury duty prior to the end of the scheduled work day, the employee shall call their supervisor who will instruct them on whether or not to return to work that day. When an employee is assigned to a long term jury duty, the above terms may be altered by mutual agreement.

Section 8. Time spent by stewards in handling and processing grievances locally during their regularly working hours shall be regarded as working time.

Section 9. The Company will deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue from year to year unless written notice of cancellation is given to the Union and the Company during the month of June in each calendar year. The deduction authorization form shall be mutually agreed upon.

Section 10. When not in conflict with the express terms of this agreement, established binding past practices shall continue in effect and may only be changed by mutual agreement of the parties.

Section 11. The employee and the Union will be provided a copy of any disciplinary memo or letter placed in the employee's personnel file.

Section 12. Employees are entitled to an Educational Refund Plan as agreed to by the Memorandum of Agreement dated August 16, 1988.

Section 13. The Company shall grant an employee's request that a union representative be present at an investigatory interview which the employee reasonably believes might result in disciplinary action.

ARTICLE X - GENERAL PROVISIONS

ITEM 1 – WAGES

DEPARTMENTS & CLASSIFICATIONS

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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LINE DEPARTMENT

30310	Electric Systems Coordination Foreman	\$31.81	\$32.89	\$34.00
27820	Electric Crew Leader	\$30.76	\$31.84	\$32.95
09470	Troubleman-Outlying	\$29.43	\$30.46	\$31.53
04580	Lineman Handling Orders	\$29.43	\$30.46	\$31.53
23130	Electric Emergency Troubleman	\$30.74	\$31.82	\$32.93
04390	Lineman Journeyman	\$28.89	\$29.90	\$30.95
00770	Lineman Apprentice Step 4 (92½%) (1)	\$26.72	\$27.66	\$28.63
00760	Lineman Apprentice Step 3 (87½%) (1)	\$25.28	\$26.16	\$27.08
00750	Lineman Apprentice Step 2 (82½%) (1)	\$23.83	\$24.67	\$25.53
00740	Lineman Apprentice Step 1 (77½%) (1)	\$22.39	\$23.17	\$23.99
03980	Groundman Truck Driver - Over 6 mos.	\$22.07	22.84	\$23.64
03980	Groundman Truck Driver - 1st 6 mos.(2)	\$20.57	\$21.29	\$22.04

(1) A step progression with a 1500 hour work period basis per step applies, per the Lineman Apprenticeship Program agreement of June 23, 1986.

(2) Applicable only to new employees.

CONSTRUCTION

30320	Electric Crew Leader - Construction	\$32.26	\$33.39	\$34.56
23150	Lineman Journeyman - Construction	\$30.39	\$31.45	\$32.55
34050	General Foreman – Electric Construction	N/A	\$34.44	\$35.61

NOTE: The Local 51 Crew Sizing agreement will be extended for the term of the new contract

GAS DEPARTMENT

25810	Gas Crew Leader	\$26.84	\$27.78	\$28.75
06890	Gas Regulator Repairman	\$26.84	\$27.78	\$28.75
23140	Gas Emergency Troubleman	\$26.37	\$27.29	\$28.25
25440	Gas Troubleman	\$25.48	\$26.37	\$27.29
04370	Gas Journeyman	\$25.07	\$25.95	\$26.86
12560	Gas Apprentice - 4th step (95%)	\$23.82	\$24.65	\$25.52
12550	Gas Apprentice - 3rd step (92 1/2%)	\$23.19	\$24.00	\$24.85
12540	Gas Apprentice - 2nd step (89%)	\$22.31	\$23.10	\$23.91
12530	Gas Apprentice - 1st step (86 1/4%)	\$21.62	\$22.38	\$23.17
12450	Gas Helper (86 1/4%)	\$21.62	\$22.38	\$23.17
30370	Gas Systems Coordination Foreman	\$27.89	\$28.83	\$29.80

NOTE: A step progression with an 1100 hour work period basis per step applies, per the Gas Apprenticeship Program Agreement of May 4, 1999. Employees holding an apprentice classification in the Gas Department shall perform any of the duties of a Journeyman classification within his/her ability. Trucks, compressors and other equipment may be operated by a qualified

employee in the Gas Department. A Gas Apprentice 2nd step shall not be advanced to Gas Apprentice 3rd step until he/she has successfully become a Class II welder.

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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CONSTRUCTION

30330	Gas Crew Leader - Construction	\$28.34	\$29.33	\$30.36
24460	Gas Journeyman - Construction	\$26.57	\$27.50	\$28.46

METER DEPARTMENT

30350	Meterman Crew Leader	\$28.71	\$29.71	\$30.75
30360	Meterman Handling Orders (1)	\$27.60	\$28.57	\$29.57
04410	Journeyman Meterman	\$27.06	\$28.01	\$28.99
05170	Apprentice Meterman 3rd year (90%)	\$24.35	\$25.21	\$26.09
05160	Apprentice Meterman 2nd year (81%)	\$21.92	\$22.69	\$23.48
05150	Apprentice Meterman 1st year (72%)	\$19.48	\$20.17	\$20.87
05020	Electric and Gas Meter Changer	\$22.07	\$22.84	\$23.64
05061	Meter Reader - 2nd 6 months (2)	\$21.36	\$22.11	\$22.88
05061	Meter Reader - 1st 6 months (2)	\$19.72	\$20.41	\$21.12
05060	Meter Reader - 2nd 6 months	\$19.23	\$19.90	\$20.60
05060	Meter Reader - 1st 6 months	\$17.77	\$18.39	\$19.03

(1) Applies only to those Polyphase Meter Departments consisting of one (1) employee. (currently Kewanee and Jacksonville)

(2) Applicable only to employees hired prior to 7/1/91.

CENTRAL METER SHOP

03800	Electric Meter Shop Foreman	\$28.96	\$29.97	\$31.02
05140	Electric Meter Shop Journeyman	\$27.06	\$28.01	\$28.99
06370	Apprentice Electric Meterman 3rd yr (90%)	\$24.35	\$25.21	\$26.09
06360	Apprentice Electric Meterman 2nd yr (81%)	\$21.92	\$22.69	\$23.48
06330	Apprentice Electric Meterman 1st yr (72%)	\$19.48	\$20.17	\$20.87
05310	Automatic Test Board Operator	\$23.87	\$24.71	\$25.57
03700	Gas Meter Shop Foreman	\$25.78	\$26.68	\$27.61
09300	Industrial Gas Meter Tester	\$25.05	\$25.93	\$26.84
06220	Gas Meter Shop Meterman - Over 1 year	\$23.65	\$24.48	\$25.34
06220	Gas Meter Shop Meterman - 1st year	\$21.28	\$22.02	\$22.79
06210	Electric & Gas Meter Repairman	\$19.52	\$20.20	\$20.91
07150	Meter Shop Storehouseman	\$22.38	\$23.16	\$23.97
09390	Tractor - Trailer Driver - Meter Shop	\$22.55	\$23.34	\$24.16

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
<u>SUBSTATION</u>				
30340	Substation Crew Leader	\$30.26	\$31.32	\$32.42
07000	** Carrier Equipment Serviceman (Step Rates)			
	1st year	\$28.52	\$29.52	\$30.55
	2nd year	\$28.79	\$29.80	\$30.84
	3rd year	\$29.28	\$30.30	\$31.36
	4th year	\$29.78	\$30.82	\$31.90
	5th year and thereafter	\$30.26	\$31.32	\$32.42
07020	** Relay Tester - Serviceman			
	1st year	\$28.52	\$29.52	\$30.55
	2nd year	\$28.79	\$29.80	\$30.84
	3rd year	\$29.28	\$30.30	\$31.36
	4th year	\$29.78	\$30.82	\$31.90
	5th year and thereafter	\$30.26	\$31.32	\$32.42
04430	Substation Electrician Journeyman	\$28.52	\$29.52	\$30.55
01020	Substation Elec. Apprentice 4th step (92 1/2%)	\$26.38	\$27.31	\$28.26
01010	Substation Elec. Apprentice 3rd step (87 1/2%)	\$24.96	\$25.83	\$26.73
01000	Substation Elec. Apprentice 2nd step (82 1/2%)	\$23.53	\$24.35	\$25.20
00990	Substation Elec. Apprentice 1st step (77 1/2%)	\$22.10	\$22.88	\$23.68
03990	Groundman Truck Driver - Low Boy	\$23.25	\$24.06	\$24.90
12410	Substation Electronics Technician 1st year	\$29.04	\$30.57	\$31.64
12420	Substation Electronics Technician 2nd year	\$29.84	\$31.40	\$32.50
12430	Substation Electronics Technician 3rd year	\$30.77	\$32.36	\$33.49
12440	Substation Electronics Technician 4th year	\$31.11	\$32.72	\$33.87
34040	Substation Electrician Handling Orders	\$29.06	\$30.08	\$31.13
34030	Substation General Foreman	\$31.31	\$32.37	\$33.47
<u>GARAGE DEPARTMENT</u>				
05040	Body Repairman - Mechanic	\$24.23	\$25.08	\$25.96
03650	Garage Foreman	\$25.34	\$26.23	\$27.15
04560	Garage Technician Leadman	\$24.87	\$25.74	\$26.64
05000	Garage Technician	\$24.23	\$25.08	\$25.96
04140	Garage Technician Helper	\$21.23	\$21.97	\$22.74
01250	Garage Night Attendant	\$21.23	\$21.97	\$22.74
01520	Garage Car Washer - Janitor * * *	\$20.05	\$20.75	\$21.48

OCC. CODE NO.	<u>CLASSIFICATION</u>	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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MISCELLANEOUS DEPARTMENT

15900	Headquarters Maint. Serviceman - Entry Level	\$20.04	\$20.74	\$21.47
15910	Headquarters Maint. Serviceman 4th class	\$20.93	\$21.66	\$22.42
15920	Headquarters Maint. Serviceman 3rd class	\$21.82	\$22.58	\$23.37
15930	Headquarters Maint. Serviceman 2nd class	\$22.73	\$23.53	\$24.35
15940	Headquarters Maint. Serviceman 1st class	\$23.95	\$24.79	\$25.66
04700	Decatur Office Maintenance Man	\$19.70	\$20.39	\$21.10
04300	Janitor * * *	\$18.20	\$18.84	\$19.50
07100	Storehouseman Class A	\$22.31	\$23.09	\$23.90
07140	Storehouseman	\$22.02	\$22.79	\$23.59
06380	Utility & General Repairman	\$23.25	\$24.06	\$24.90
04230	Utility & General Repairman Helper	\$20.61	\$21.33	\$22.08

* * * Employees hired to fill these positions after 7/1/84 shall be entitled to the following rate of pay:

01260	Garage Night Attendant - B	\$18.64	\$19.29	\$19.97
01530	Garage Car Washer - Janitor - B	\$14.66	\$15.17	\$15.70
04320	Janitor - B	\$12.89	\$13.34	\$13.81

If any employee who is on the payroll as of 7/1/84 fills one of these positions in the future, they will retain rights to wage rates established for these classifications prior to 7/1/84, plus any improvement negotiated after that.

04340	Forestry Leadman	\$20.65	\$21.37	\$22.12
04350	Forestry Journeyman	\$19.51	\$20.19	\$20.90

ITEM 2 GENERAL

Section 1. The Shanghai Storage Field is to be operated in accordance with the Shanghai Storage Field Addendum dated June 21, 1999, contained in Appendix A.

Section 2. Effective 7/1/92 shift differential for evening and night shift workers shall be 65¢ per hour. All classifications presently receiving shift premium while working any portion of their regularly assigned shift will be entitled to the shift premium for the entire shift. Employees (except Janitors) scheduled to work hours other than 8:00 a.m. to 4:15 p.m. are entitled to shift differential.

Section 3. Employees in the Gas Department who are qualified as "Class I" Welders will receive a premium of 50 cents effective 7-1-96.

Section 4. When two Journeyman or a Journeyman and an Apprentice or a Groundman Truck Driver in any department work together, then a Journeyman shall be designated as a Crew Leader and paid Crew Leader's rate in the following manner:

- 1) Two Journeymen-Senior Journeyman if qualified.
- 2) Journeyman and an Apprentice - Journeyman.
- 3) Journeyman and a Groundman Truck Driver-Journeyman.

Section 5. When adding to the present forces the Company may employ not more than one apprentice to each five Journeymen in Forestry and Line Departments, one apprentice to each two Journeymen in the Meter Department, and one apprentice to each three Journeymen in other departments in any service area except by mutual agreement.

Upon the satisfactory completion of his apprenticeship an employee will be immediately assigned as a Journeyman to Journeyman's work.

ITEM 3 MISCELLANEOUS PROVISIONS

Section 1. The parties recognize the existence of formal apprentice agreements which apply to classifications and departments covered by this agreement.

Section 2. (a) The Company, may where there are openings in the Groundman Truck Driver classification announce vacancies for a Journeyman Lineman to drive trucks. It is understood that the duties of those assigned to these jobs are the duties of a Journeyman Lineman and also the normal duties of a Truck Driver. It is agreed that the present Groundman Truck Drivers are to be maintained in their present status except as they may bid other jobs. In the event of a layoff, employees who continue as Groundman Truck Drivers shall not be replaced by employees with less departmental seniority. After this protection has been exhausted, Groundmen Truck Drivers may use their seniority in accordance with Article VI, Section 7(a) and (c).

This procedure shall provide that when a Journeyman Lineman (Driver) vacancy occurs, all qualified employees at the location where the vacancy exists will be notified and said qualified employees may express their preference for this assignment in writing to their supervisor. The assignment shall then be made to the employee with the most departmental seniority provided he has sufficient qualifications for the job. When the truck is going to and from the job, and being used to perform its normal function on the job, the Journeyman Lineman (Driver) who is assigned shall be the driver. This is not to be construed that the Crew Leader or Lineman cannot at times move the truck. If the regular assigned Journeyman Lineman (Driver) is absent from work then another Journeyman Lineman or Groundman Truck Driver will be assigned to drive the truck during his absence.

For the purpose of equal distribution of overtime the classification of Journeyman Lineman (Driver) and a Groundman Truck Driver shall be considered the same.

Nothing in this Agreement is to be construed as preventing the exchange of drivers between trucks at the same location.

In the case of the Gas Department, the above would apply with the exception that each place the term "Journeyman Lineman" is used, the term "Gas Journeyman" or "Apprentice" would apply.

(b) Equipment shall be operated by the employees of the department to which it is at the time assigned.

(c) All hole digging machines shall be operated by a Journeyman or a qualified Apprentice under the direct supervision of a Journeyman.

(d) Excavating and backfilling machines shall be operated by a Journeyman or a qualified Apprentice under the direct supervision of a Journeyman. Such machines in transit may be driven either by a Truck Driver, a Journeyman or a qualified Apprentice under the direct supervision of a Journeyman at the option of the supervisor. Air compressor trucks shall be driven and operated by Truck Drivers, Journeymen or qualified Apprentices under the direct supervision of Journeymen.

(e) Mobile spraying equipment shall be operated by a Journeyman or a qualified Apprentice under the direct supervision of a Journeyman.

(f) Coles Cranes or equivalent equipment shall be driven by a qualified Journeyman Lineman (Driver) or a Groundman Truck Driver and shall be operated by a qualified Journeyman.

(g) Apprentices shall be trained in all phases of the Journeyman's work.

Section 3. Troublemens shall handle trouble calls that can be cared for safely by one employee; restore service when breakdown occurs, including repair of lines, fusing of transformers, operation of transmission and distribution switches, repair and service of street lighting systems and replacement of street lamps; repair customers' appliances on customers' premises; set and remove meters; handle connect and disconnect orders; perform work in unattended substations as described in Electric Operating Procedure 3.1, which includes such things as a physical check of the station for broken insulators, open switches, etc., check of batteries, check on relay targets, a record of the reading on the various instruments, notation of counter readings on breakers, a check including manual operation of regulators, etc.; to report such necessary substation maintenance work and work as Journeyman Lineman when required. Employees assigned to the classification of Troubleman-Outlying, in addition to the above listed Troublemans' duties, shall handle such gas trouble calls as are within his capabilities which would be dependent entirely upon training he receives from a qualified Gas Troublemans/Journeyman. He shall not be required to perform any gas construction work, periodic meter changes, conversion work on appliances, or make repair on appliances requiring replacement of parts. Hours for Troublemens may be established as 8:00 a.m. to 4:15 p.m. with one-half ($\frac{1}{2}$) hour off the job at 12 noon for eating; or between the hours of 1:00 p.m. and 5:00 p.m. for a period of 8 hours with necessary time, not to exceed $\frac{1}{2}$ hour, off the job for eating. After having established hours which commence at 1:00 p.m. or after, they shall not be changed except by mutual agreement.

Section 4. Electric and Gas Meter Changers shall install or remove, seal or reseal, lock or unlock, electric or gas meters on the customer's premises, inspect customer's premises for improper wiring, piping and improper registration of meters and make voltage and pressure surveys.

Section 5. Gas Department employees shall perform all duties related to the Company's entire gas function which they are qualified to perform. Gas Department employees will be given the opportunity to train and become efficient on equipment and job duties. Should any employee require assistance on the job, it shall be provided.

Hours for Gas Troublemens may be established as 8:00 a.m. to 4:15 p.m. with one-half ($\frac{1}{2}$) hour off the job at 12 noon for lunch; or commencing between the hours of 12:00 p.m. and 3:00 p.m. for a period of 8 hours with necessary time, not to exceed $\frac{1}{2}$ hour, off the job for eating. When it becomes necessary to establish hours commencing between 12:00 p.m. and 3:00 p.m. the Company will post the hours and afford present qualified employees first opportunity to fill such requirements. After having established hours which commence at 12:00 p.m. or after, they shall not be changed

except by mutual agreement. If such requirement is not filled by posting, the Company will assign employees with the least classification seniority to fill the requirements. Evening coverage may be rotated by mutual understanding among employees in the department.

The existing six (6) Gas Servicemen (as of 2/8/00) shall be reclassified to Gas Troublemans and receive a \$250 lump sum payment. These employees shall be expected to perform all the duties of their new classification as they become proficient, but shall not be required to operate equipment.

Section 6. Employees covered hereunder shall not be required to do inside wiring in localities where there is an inside local union of the Brotherhood.

Section 7. Storehousemen are those employees in storerooms whose major duties involve unloading freight, handling materials, issuing materials to crews and such similar duties. Their hours shall be arranged to fit the requirements of employees regularly requiring material. The Union agrees to meet with the Company as needed to address Areas of concern regarding Stores issues.

Section 8. The loading, unloading and hauling of all transformers and other equipment and material used by the Company shall be done by members of the Brotherhood. However, this shall in no way prevent the hiring or renting of special equipment by the Company to be used in connection with such work, and the hiring by the Company of an operator in charge of such equipment shall not be prevented. When it is necessary to hire an outside truck and operator, the operator shall drive truck and not assist with the handling of the material being hauled.

Section 9. Employees known as Unskilled Help shall not be permitted to use the tools of Journeymen or drive trucks. They may use such hand tools as the pick, shovel, spade, sledgehammer, etc.

Section 10. Apprentices of all classes must work with and under the supervision of a Crew Leader or a Journeyman.

Section 11. Apprentices accepted into a formal Apprentice Program who quit or who do not successfully complete the program for any reason, shall not be allowed re-entry until the position they occupied has been filled by another apprentice, and that apprentice "completes the program or three (3) years" whichever is longer. The Joint Committee will then determine if there are any special circumstances that would justify re-entry into the formal apprentice program. This provision applies to all formal apprentice programs.

Section 12. All Garage Technicians are required to wear uniforms, which shall be provided and maintained by the Company.

Each Garage Technician shall have an amount budgeted annually for individual technical training. For 1999 this amount is forty (40) hours and includes an allowance of up to \$250 to cover fees for attending individual training in areas where they need additional skills and that will benefit Illinois Power Company. Training requests must be submitted to and approved by the Fleet Operations Specialist in advance.

To facilitate mandatory safety training (maximum of two (2) days per year) and technical training, Garage Technicians will adjust their daily work hours such that training is attended on straight time. When daily work hours are adjusted for training, evening and night shift employees will work eight hours while day shift employees will work 8 ¼ hours.

ITEM 4. SYSTEMS AGREEMENT

The Company and Unions have employed the Mutual Gains approach to collective bargaining during these negotiations. The recommendations contained herein are a result of cooperation and the desire of the parties to address each other's interests. In an effort to continue this spirit, the parties agree to establish an Oversight Committee as described below.

Section 1. OVERSIGHT COMMITTEE

The Company and Unions agree to establish this committee to address issues that arise from the implementation of Alternative Reporting Location, Multi-Skilled Crews, and the Systems Response Strategy. In order for this committee to function as envisioned, the open exchange of information is required.

This committee will be comprised of one (1) representative from each Local (51, 309, 702) and three (3) representatives from the Company. This committee will meet as needed and have the authority to resolve problems. Any party to this agreement may request a meeting of this committee. Any recommended changes to these agreements are subject to acceptance by the Company and affected Locals. It is recommended that this committee be comprised of people who were directly involved in the negotiation of the agreements listed above.

In the event that the Oversight Committee cannot resolve an issue, it will enter the grievance procedure at the Four-Man Board step. Alternative dispute resolution methods may be utilized if mutually agreeable to the parties involved.

Section 2. MULTI-SKILLED CREWS

The Company and Unions agree that multi-skilled crews consisting of one qualified electric journeyman and one qualified gas journeyman may be used to install residential underground electric and gas services where both utilities are being installed on the same property at the same time. The parties agree that they will assist each other in the expedient performance of work to the extent that it can be done safely. Employees working on multi-skilled crews will receive the basic training necessary to assist each other in performing the assigned work. The beginning point on electrical service work will be limited to pedestals and pad-mount transformers.

Electric and gas department Journeymen will express their interest annually (posted for seven (7) days) in being assigned to these crews when needed. If no journeymen express interest in this work, the least senior journeymen in the appropriate department will be trained and assigned to this crew. By expressing interest or being assigned, the employee is committed to work on this crew as needed for one (1) year, unless he moves to another position or department which is not eligible for this work. Training and assignments will be made from this interest list based on department seniority. Once assignments are made, they will remain in effect unless there is an absence or vacancy on the crew which the Company desires to fill. Assignments will last a minimum of five (5) consecutive work days, except that the five (5) day minimum does not apply to employees who fill in on this crew. A premium will be paid to employees working on multi-skilled crews such that they will receive the equivalent of their respective Crew Leader's rate. This premium will apply to all hours paid from the start of the first day to the end of the last day of this assignment, with a minimum of five (5) days. When these crews encounter situations that require additional help, it will be provided.

This agreement may be modified to include work other than services if mutually agreed to by the Company and Union(s) involved. In those areas where the gas work is not entirely handled by the IBEW, this agreement is subject to concurrence by the appropriate gas unions.

Section 3. ALTERNATIVE REPORTING LOCATION

Employees in the line and gas departments who are assigned to one-person vehicles may be assigned to work from an alternative reporting location, which will normally be their home. In those instances where it is not appropriate to park the Company vehicle at home, an acceptable alternate location will be established. Examples of acceptable locations include nearby Company owned property, nearby gas stations, or other mutually agreeable locations. These employees will report to their vehicle at the start of their regular hours and return to the same location at the end of their shift.

The Company will supply the facilities needed to accommodate this assignment. The Company will be responsible for any damage to or property stolen from the Company vehicle provided the employee has taken appropriate security measures. The Company agrees to pay any additional costs of phone service associated with this assignment.

Employees will be expected to live within ten (10) minutes driving time of their assigned grid or have an alternative reporting location within the grid. Employees regularly assigned to one-person vehicles as of the date of this agreement will be grandfathered. That is they will not be required to meet this residency requirement, but it is understood that these employees will not move to a location which is farther away from their grid than their current residence. In some cases, an employee may be required to report to their normal headquarters rather than to an alternative reporting location. Outlying areas will continue to be treated as in the past.

Initially, these employees will be assigned to the grid in which they reside. If more than one of these employees reside within the same grid, the senior employee will have the option of their grid of residence or an unoccupied grid. This process will continue until all employees residing within the grids have been assigned. Those employees who do not reside within any grid covered by their headquarters will be assigned to the nearest unoccupied grid after the above process is completed.

Any issues that may arise under this agreement will be addressed by the Oversight Committee.

Section 4. SYSTEMS RESPONSE STRATEGY

The Company and Union recognize the importance of responding to the needs of our customers in a timely manner. In order to address this issue during overtime situations the following procedures are being established.

A. STANDARDIZED CALLOUT

All qualified employees will be listed on a departmental overtime callout list in ascending order of overtime charged to date regardless of their classification. The top person on this list will be called first for all overtime opportunities, after the first responder, until a new list takes effect except that calls of a specialized nature will continue to be assigned to the appropriate employee (Such as Regulatorman, Substation, Meter, etc.). An assignment that continues into overtime will be performed by the employee(s) already at the job site. Employees will be by-passed for callout overtime opportunities once their sixteen hour clock has expired unless no other employees are available. The sixteen hour clock begins when an employee begins work following a continuous eight or more hour break. Employees prearranged for overtime will not be excluded from callout

overtime opportunities but must inform the Company as soon as possible if they are still working on the callout or are too exhausted to report for prearranged overtime due to working callout overtime.

B. EMERGENCY CUSTOMER RESPONSE

In recognition of their obligation to provide fast, assured response, the Company and Union agree that 24 hour coverage will be achieved by implementing the following options, in addition to the Standardized Callout procedure described above.

1) EMERGENCY TROUBLEMAN

The classifications of Electric Emergency Troubleman and Gas Emergency Troubleman will be established. These positions will be bid and will replace existing one-man trucks in some locations. Bids will be filled in accordance with the respective Labor Agreements. Training will be provided where needed to insure that the work is done safely and efficiently. If there are no qualified bidders, the least senior qualified employee in the Department will be required to accept the position.

Employees in these positions will normally be expected to handle all trouble calls. Employees in this classification will be on duty for a period of eight (8) consecutive hours and subject to call for four (4) additional consecutive hours, the period of duty and on call shall be consecutive. The period of duty and on call will be determined by the Company. While on call, the employee will be required to meet the same obligations as a First Responder and will be provided an electronic communication device for use while on call, if requested. Shift premium will not apply. The period of duty may start no earlier than 6AM and no later than 4PM each day unless mutually agreed otherwise between the Company and Union. For LU 51, the work week shall be Monday through Friday or Tuesday through Saturday unless mutually agreed otherwise. Employees shall be off for lunch and available thirty (30) minutes of the said eight (8) hours. If an employee is unable to eat their lunch prior to being released for the day, they will receive thirty (30) minutes time at the applicable overtime rate. Contractual overtime meal periods will be adjusted, where necessary, to accommodate work hours. Employees in this classification are expected to either work or be on call on any holiday that falls within their regularly scheduled work week, but must notify the Company at least 72 hours prior to the holiday if they choose to be on call rather than on duty.

Emergency Troublemens will be allowed to realign their work schedules annually within their classification based on department seniority. Calendar week vacancies in the Emergency Troubleman classification will be filled provided they are known by management at least twenty-four (24) hours prior to the end of the last working day of the previous week.

2) FIRST RESPONDER

Qualified employees may be required to be on call during specific off hours. While on call, employees will be expected to carry an electronic communications device, be ready to respond, meet all legal requirements to be fit for duty, be able to arrive at the location of the emergency in one (1) hour or less, accept all overtime opportunities, and may be required to take a Company vehicle home. This employee will be the first contacted for overtime emergencies, except that calls of a specialized nature will continue to be assigned to the appropriate employee and employees designated as "outlying" will continue to be called first for problems in their respective territory. Calls to the First Responder will be attempted by phone first, then by electronic communications device. First Responders will normally be expected to handle all trouble calls associated with their department (Gas or electric). When a First Responder encounters a situation that requires additional help, it will be provided.

Opportunities to be the first responder will be offered according to the standardized callout list in effect at that time. Employees who refuse the first responder opportunity will be charged for all hours worked by the employee who accepts. If no employees accept the first responder opportunity, the least senior qualified employee will be required to accept. The next time no one accepts, the next least senior employee will be required to accept. This process will continue, as needed, until all qualified employees have been required to accept and then begin again.

The First Responder will be called if regularly scheduled employee(s) on duty are insufficient to handle the situation. The period of on call and compensation will be as follows:

- 3:15 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.

For areas that do not have Emergency Troubleman 24 hour coverage, the Company may elect to have a First Responder on call as follows:

- 3:15 p.m. Monday through 7:00 a.m. Friday (1 hour at 1 ½ times their normal rate of pay each day, with a maximum of 4 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:15 p.m. on Friday.

In addition, the Company may elect to have an electric Secondary First Responder in Bloomington and Champaign. This Secondary First Responder will be called if the First Responder is unable to handle the situation. The period of on call and compensation will be as follows:

- 3:15 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.
- 3:15 p.m. Monday through 7:00 a.m. Friday (1 hour at 1 ½ times their normal rate of pay each day, with a maximum of 4 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:15 p.m. on Friday.

The standardized callout list will only be used if there are insufficient on-duty and on-call employees.

If the first responder is unable to respond due to an emergency or situation beyond his control, he is to notify Management as soon as possible. If Management elects to replace the first responder for the remainder of the on call period, this opportunity will be offered as described above. An employee who is contacted outside of regular hours and accepts the remainder of the on call period (until the next regularly scheduled work day) agrees to make the necessary arrangements to obtain the vehicle and electronic communications device from the original First Responder and will receive two (2) hours pay at the applicable overtime rate. At the start of the next regularly scheduled work day, the procedure described in section (B)(2) above will be used to fill the remainder of the on call period.

3) CONTINUOUS OPERATIONS

Nothing in this agreement shall alter the Company's ability to institute continuous operations in any department or location where that ability currently exists. Continuous operations may be instituted in other locations by mutual agreement of the parties.

C. OVERTIME EQUALIZATION

1) Any opportunity for overtime which is not worked will be charged against that employee as refused. An opportunity is defined as any attempt to contact an employee. Multiple attempts to contact an employee for the same overtime opportunity will be treated as one. Refusals,

as defined above, will be charged with the same amount of time as actually worked (straight time equivalent) by the employee or employees who responded to that callout.

2) A departmental overtime equalization list will be posted in each department on a weekly basis. This list will be reset on the first pay period of each year with employees retaining their respective positions. Each employee will have their equalized hours reduced by the amount held by the low overtime employee on that list. Overtime opportunities outside of the employee's headquarters area will be charged against the employee for overtime equalization purposes.

3) Employees will not normally be contacted for overtime opportunities while on sick leave, Worker's Compensation, funeral leave, jury duty, or out of the area on Company or Union business. Employees will not normally be contacted for overtime opportunities while on vacation (includes the weekend before, after, and during a vacation period), unless they notify the Company that they wish to be eligible for overtime on the weekend before and/or after a specific vacation period. This includes individual vacation days. Employees under this provision who are called by mistake will not be charged.

4) An employee who is by-passed for an overtime opportunity, except as permitted in this document or other legitimate reasons, will receive (2) hours at the applicable overtime rate. This provision will take effect after the automated calling system has been installed and sufficiently tested, and will be reviewed by the Oversight Committee one (1) year later unless mutually agreed otherwise.

D. STRATEGY EFFECTIVENESS

The strategies established above will be measured against the standards of performance listed below. In the event that these standards of performance are not being met in any department, the Oversight Committee will meet to arrive at an alternate strategy.

The following performance standards will be used to determine if a strategy is working satisfactorily in a department.

- 1) The First Responder must acknowledge receipt within an average of five (5) minutes.
- 2) Responder must arrive at the site of the gas leak within one (1) hour unless there are extenuating circumstances.
- 3) Average response time for electric trouble calls is one (1) hour, with no response times over one and one-half (1 1/2) hours unless there are extenuating circumstances.
- 4) Must be cost effective.

E. SYSTEMS COORDINATION FOREMAN

1. The Systems Coordination Foreman at any location will be determined by posting an interest list for seven (7) calendar days in Systems headquarters and the RCP in the affected Service Area. To qualify, the employee must have been an Illinois Power Company Journeyman for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the position of Systems Coordination Foreman as follows:

Service Area Department Seniority will account for a maximum of five points.

- 5 years 1 point
- 6 - 10 years 2 points
- 11 - 15 years 3 points
- 16 - 20 years 4 points
- 21 years or more 5 points

Absence (non-FMLA past 12 months) will account for a maximum of five points.

- 4% or less 1 point

- 3% or less 2 points
- 2% or less 3 points
- 1% or less 4 points
- 0% 5 points

Overtime response (past 12 months) will account for a maximum of five points.

- 10% - 20% 1 point
- 20.1% - 30% 2 points
- 30.1% - 40% 3 points
- 40.1% - 50% 4 points
- Over 50% 5 points

Safety (past 3 years) will account for a maximum of five points.

- 2 Safety Disciplines 1 point
- 1 Safety Discipline 3 points
- No Safety Discipline 5 points

Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.

- 4 "Needs Improvements" 1 point
- 3 "Needs Improvements" 2 points
- 2 "Needs Improvements" 3 points
- 1 "Needs Improvements" 4 points
- No "Needs Improvements" 5 points

From those candidates who scored at least eighteen (18) points, the senior eligible employees (maximum five (5) candidates) will be interviewed by a four (4) member committee (two (2) Union, two (2) management).

1. A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidate's leadership, communication, teamwork, interpersonal, organizational, and customer service skills as well as their technical knowledge. Each member of this committee will have equal weight in determining the number of points awarded in this section.

2. The senior eligible candidate, based on Service Area Department seniority, with 15 or more points will be awarded the Systems Coordination Foreman position. Eligible candidate(s) with 15 points or more, but who are not selected, will be eligible for upgrade by seniority.

3. The successful candidate will serve a six (6) month probationary period under the conditions set forth in the Promotions provision of the Labor Agreement. The Systems Coordination Foreman will receive a premium of \$1.05 above the Systems Crew Leader rate of pay for six (6) months from his/her start date. Upon completion of this phase, the employee will be reclassified as a Systems Coordination Foreman.

4. The Systems Coordination Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the associated Systems Crew Leader.

5. The Systems Coordination Foreman will report to the Operations Manager and work closely with the Electric Operations Supervisor. The Systems Coordination Foreman is a working position when needed. The Systems Coordination Foreman may start and finish

his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.

6. The duties of the Systems Coordination Foreman, who may be responsible for both Illinois Power Company and contractor crews, will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources due to emergencies during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the Systems Coordination Foreman will not have the right to hire, fire, or administer discipline.

7. The Systems Coordination Foreman will remain on the Systems overtime list and be eligible for all overtime opportunities. All overtime opportunities will be charged and considered as time worked.

8. Temporary vacancies in this classification, if filled, will be offered by seniority to the remaining eligible candidates from the original list of employees who were interviewed.

9. The Systems Coordination Foreman will work a straight eight (8) hour shift, Monday through Friday, beginning no more than one (1) hour prior to the regular starting time in effect at their headquarters.

10. Meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemens under the Systems Agreement.

ITEM 5. CONSTRUCTION AGREEMENT

A competitive environment requires both labor and management to seek the best ways to do electric and gas construction work. To meet this challenge Illinois Power Company management is responsible for making proper business decisions while labor is committed to making a good faith effort to compete against external and internal forces. It is agreed that the only practical way to continue construction in-house is under the terms contained in this document. It is understood all reference to systems or construction in this document only refers to Gas or Line Department employees.

Construction employees will be eligible for systems overtime when: 1) no systems employees are available to respond; 2) in emergency situations; or, 3) when working with systems and the job assignment results in an overtime situation. Construction employees will not be placed on the first responders or systems callout list. It is understood that construction employees may be used to perform work normally performed by systems employees.

The Company commits to using good business judgment when determining job assignments for in-house and contract construction crews. The Union will seek to resolve any issues in this regard with the Construction Oversight Committee.

TEMPORARY VACANCIES ON AN EXISTING CONSTRUCTION CREW

Systems employees will be allowed to declare, on a yearly basis, an interest in temporary construction assignments. In April of each year all areas will post a sheet requesting volunteers from systems who will work under the terms of this agreement as described below:

1. A systems employee(s) may, based on the systems needs of service, be assigned to fill in for vacancies on a construction crew.
2. No systems employee will be required to job site report more than three months in any year.
3. An Oversight Committee will establish the minimum amount of volunteers per area.
4. Should no volunteer accept a construction assignment then the least senior systems employee will be required to do so.
5. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.

SYSTEMS CREWS

A Systems Crew may job site report when the following conditions are met:

1. Construction crews are tied up.
2. There is insufficient Systems work for all Systems Crews.
3. Systems employee(s) who form a reporting crew will do so for a minimum of five days, and will only job site report to one location that week. Systems employees who job site report may elect to begin and end the job from their service area headquarters.
4. Selection will be made from the volunteer list first. Should no volunteer accept a Construction assignment, the least senior Systems employee will be required to do so.
5. This will be limited to one crew at a time per service area.
6. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.
7. No systems employee will be required to job site report on Construction for more than three months in any year.

JOB SITE REPORTING

The minimum requirements for a reporting location are:

- A. An enclosed structure heated in the winter.
- B. Available toilet facilities.
- C. Accessible by a hard surface road.
- D. Reporting location must be within a 50 mile radius, or closer, to the employee's RCP.

HOURS AND DAYS OF WORK

Construction crews may work an 8 or 10 hour day. In the event a 10 hour day is worked it will be under the following conditions:

- Schedule M-Th or T-F.
- Time and one-half will be paid prior to the normal starting time or after the normal quitting time and on M, F or S when it is a day off.
- Starting time will be no earlier than 6:30 AM and no later than 7:30 AM.
- Sick time and vacation will be charged in 10 hour increments (8 hour waiting period is not changed).
- A holiday when not worked, jury duty, and funeral leave will be paid in 10 hour increments.
- When a holiday falls outside the normal scheduled work week, then an additional 8 hours of holiday pay will be paid.
- A majority of employees in a crew must agree to the 10 hour shift.

JOINT CONSTRUCTION CREWS

The Oversight Committee will work jointly during the term of this agreement toward the objectives of expanding the scope of duties of various classifications in Gas and Electric Construction and eliminating jurisdictional barriers between Gas and Electric Construction in the area of trenching, installation of new business electric primary and gas mains and new gas and electric services.

Trials and experimentation with alternatives to achieve more efficient operations as described above will begin during the first twelve (12) months and continue throughout the contract term. The goal of the parties is to reach mutual agreement on the implementation of successful alternatives within the terms of this contract.

APPRENTICES

The Apprentice Training Committee(s) will address specified training issues for Apprentices. Apprentices will be moved freely between systems and construction to allow training in both areas.

RATES OF PAY

Employees PCN'd to construction will receive \$1.50 effective 7/1/03 above the appropriate classification rate of pay as part of their base wage rate to cover Job Site Reporting within a 25 mile radius of their RCP. A premium of \$1.50 effective 7/1/03 will be paid in addition to the above-stated rate of pay when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the RCP.

Systems employees will receive a premium for Job Site Reporting of \$1.50 effective 7/1/03 to cover Job Site Reporting within a 25 mile radius of their Area headquarters. An additional premium for Job Site Reporting of \$1.50 effective 7/1/03 when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the Area headquarters. If an opportunity presents itself where an employee travels beyond the 50 mile radius, then the Oversight Committee will meet to discuss appropriate compensation.

Premiums are only paid for hours actually spent on Job Site Reporting.

SENIORITY

Each RCP shall be considered a part of the Area Headquarters and contractual seniority language will apply. Construction vacancies shall be bid and filled in accordance with the provisions of the Labor Agreement. Temporary Construction upgrades shall be filled from the Construction Crew. Other temporary vacancies shall be filled in accordance with this agreement. Temporary Systems upgrades shall be filled from Systems employees.

PERFORMANCE

The parties in reaching this agreement believe they will be competitive with the cost of performing similar work with an outside contractor. To assure that the best business decision is made, a committee consisting of three representatives from labor and three from management will be formed to review the cost of in-house Construction work. Where practical, both labor and management shall include at least one (1) individual who participated in the negotiations of this agreement. This committee will meet when requested by any party. The committee will be responsible for monitoring performance standards and will oversee adjustment to these standards based on contractors' bids and revisions to the Illinois Power loaded rate caused by these negotiations (or business changes). No hours worked by a Construction crew member in support of Systems will be used in determining the competitiveness of this arrangement.

Each RCP will be evaluated for competitiveness using the performance standards described above. If an RCP is determined not to be competitive, then the parties will attempt to reach agreement on modifications necessary to restore competitiveness. If this effort fails, it is understood that Illinois Power may elect to eliminate an RCP and the affected work force will be adjusted to reflect this competitive business decision.

ITEM 6. SUBSTATION AGREEMENT

SECTION 1. ORGANIZATION

The headquarters of the Substation Department shall be at Decatur, Illinois. No other headquarters for the Substation Department shall be established during the life of this Agreement unless mutually agreed upon by the parties hereto. The Substation Department will be grouped as the Northern Region (Galesburg, LaSalle and Bloomington sub-headquarters and includes Kewanee) and the Central Region (Decatur and Champaign sub-headquarters and includes Danville and Jacksonville). The Company may establish an Outlying Substation Electrician Handling Orders in Danville and/or Kewanee, but other outlying positions or sub-headquarters may only be established by mutual agreement. At substation sub-headquarters in Bloomington, Champaign, Decatur, Galesburg, and LaSalle, there shall be not less than two Substation Electricians headquartered. However, this provision shall not restrict the Company's right to add to, delete from, or consolidate its operations based on business needs.

SECTION 2. SENIORITY

Point seniority of the Substation Department employees shall be in the employee's Service Area. Departmental seniority of the Substation Department employees shall apply to the entire Substation Department regardless of their headquarters. For the purpose of promotion, filling of vacancies, and the filling of new jobs in the Substation Department, Crew Leaders and Technicians who were previously Substation Journeymen shall be considered in the Journeyman's classification. The filling of vacancies from outside the Substation Department shall be by Company seniority within Local 51 jurisdiction.

SECTION 3. BIDDING

A vacancy in the Substation Construction and Maintenance Department shall be posted in each headquarters covered by the labor agreement in the manner specified in Article VI, Section 6.

Positions established for the purpose of providing trained employees to replace those who are retiring will be identified as "in anticipation of retirement." This designation will be included on the bid sheet.

SECTION 4. APPRENTICES

Applicants for apprenticeship in the Substation Department will be required to pass a physical examination and participate in a pre-evaluation program established by the Company prior to being accepted into the Apprenticeship Program. This program shall be administered consistent with other apprentice pre-evaluation programs. The Company will schedule and pay for physical examinations. Utility may employ not more than one apprentice to each three Journeymen in the entire Substation Department except by mutual agreement.

First and second year apprentice Substation Electricians shall not work on live lines or equipment over 440 volts. Third and fourth year Substation Electrician apprentices may work on

energized primary lines or equipment carrying over 440 volts provided they are assisting a Substation Electrician in performing such work.

No substation apprentice shall be required to work over a period of six months on any one type or classification of substation work during his four (4) years of apprenticeship and all apprentices under this contract shall receive diversified training in the various classifications. Apprentices shall not be required to drive trucks to the extent that it would interfere with their apprentice training.

SECTION 5. REST DAYS

When substation employees are sent out of headquarters to work they are to receive straight time pay for rest days arranged by Utility at the rate of 8 hours in each 24 hours.

SECTION 6. WORK ASSIGNMENTS

Apprentices may be assigned as necessary to take advantage of training opportunities. The Low Boy Truck will be operated by a qualified Substation Electrician Journeymen in the Central Region, if available. A Substation employee will receive a premium of \$.50 per hour for time actually spent operating the Low Boy Truck in accordance with Article IV, Section 6. If there are insufficient qualified Substation Electrician Journeymen, the Company may utilize other qualified IBEW members.

During emergencies involving restoration and emergency equipment replacement Substation personnel may be assigned as appropriate for the situation.

Inspections and emergency response (to protect life or property) in switchyards at generating stations outside of the Local 51 Areas may be assigned to any qualified IBEW employee.

All substation employees will be considered travelers. If there are insufficient volunteers the least senior qualified employee(s) will be required to travel.

SECTION 7. OVERTIME

For overtime purposes each sub-headquarters will maintain its own standardized overtime list comprised of their regularly assigned Substation Electricians. If additional assistance is necessary the Company will utilize other available qualified Substation personnel consistent with the prudent allocation of resources. Callouts will normally be made by Central Dispatch in a method similar to that used in Systems.

When overtime is necessary to continue (same day or later days) or complete a job it will be offered first to the crew working on that job.

Substation Electronics Technicians will be maintained on a separate standardized overtime list in their sub-headquarters.

SECTION 8. EXPENSES

Substation employees will be provided lodging, or be reimbursed for reasonable expenses, when they are away overnight on Company business. Meals will be addressed according to the labor agreement and IRS regulations.

Temporary living expenses will be reimbursed for the relocation of a successful bidder who is a Substation Department employee at the time of the award. The Company will provide a 90 calendar days of expenses for the employee who successfully completes the 90 day probationary

period. An employee who receives temporary living expenses but does not successfully complete the 90 day probationary period will not be entitled to reimbursement beyond 45 calendar days.

An employee who elects to return to his/her former position after the first 45 calendar days will immediately reimburse the Company for all expenses in excess of 45 calendar days. Temporary living and relocation expenses may only be claimed by an employee once every two (2) years unless approved in advance by the Company.

Household furnishings will be relocated (cartage expenses) in accordance with the Company's Human Resources procedures.

Employees who are awarded a position within the Substation Department after July 1, 2003, will be required to reside within the Service Area and within a reasonable distance of their new sub-headquarters.

SECTION 9. SUBSTATION GENERAL FOREMAN

1. The Substation General Foreman at any location will be determined by posting an interest list for seven (7) calendar days in Systems headquarters in the affected region. To qualify, the employee must have been an Illinois Power Company Journeyman for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the position of Substation General Foreman as follows:

- Substation Department Seniority will account for a maximum of five points.
 - 5 years 1 point
 - 6 - 10 years 2 points
 - 11 - 15 years 3 points
 - 16 - 20 years 4 points
 - 21 years or more 5 points
- Absence (non-FMLA past 12 months) will account for a maximum of five points.
 - 4% or less 1 point
 - 3% or less 2 points
 - 2% or less 3 points
 - 1% or less 4 points
 - 0% 5 points
- Overtime response (past 12 months) will account for a maximum of five points.
 - 10% - 20% 1 point
 - 20.1% - 30% 2 points
 - 30.1% - 40% 3 points
 - 40.1% - 50% 4 points
 - Over 50% 5 points
- Safety (past 3 years) will account for a maximum of five points.
 - 2 Safety Disciplines 1 point
 - 1 Safety Discipline 3 points
 - No Safety Discipline 5 points
- Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.
 - 4 "Needs Improvements" 1 point
 - 3 "Needs Improvements" 2 points
 - 2 "Needs Improvements" 3 points
 - 1 "Needs Improvements" 4 points
 - No "Needs Improvements" 5 points

From those candidates who scored at least eighteen (18) points, the senior eligible employees (maximum five (5) candidates) will be interviewed by a four (4) member committee (two (2) Union, two (2) management).

1. A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidate's leadership, communication, teamwork, interpersonal, organizational, and customer service skills as well as their technical knowledge. Each member of this committee will have equal weight in determining the number of points awarded in this section.
2. The senior eligible candidate, based on Substation Department seniority, with 15 or more points will be awarded the Substation General Foreman position. Eligible candidate(s) in the same region with 15 points or more, but who are not selected, will be eligible for upgrade by seniority.
3. The successful candidate will serve a six (6) month probationary period under the conditions set forth in the Promotions provision of the Labor Agreement. The Substation General Foreman will receive a premium of \$1.05 above the Substation Crew Leader rate of pay for six (6) months from his/her start date. Upon completion of this phase, the employee will be reclassified as a Substation General Foreman.
4. The Substation General Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the Substation Crew Leader.
5. The Substation General Foreman will report to and work closely with the Systems Operation Supervisor (SOS). The Substation General Foreman is a working position when needed. The Substation General Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.
6. The duties of the Substation General Foreman, who may be responsible for both Illinois Power Company and contractor crews, will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources due to emergencies during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the Substation General Foreman will not have the right to hire, fire, or administer discipline.
7. The Substation General Foreman will remain on the Substation overtime list in their sub-headquarters and be eligible for all overtime opportunities. All overtime opportunities will be charged and considered as time worked.
8. Temporary vacancies in this classification, if filled, will be offered by seniority to the remaining eligible candidates within the region from the original list of employees who were interviewed.
9. The Substation General Foreman will work a straight eight (8) hour shift, Monday through Friday, beginning no more than one (1) hour prior to the regular starting time in effect at their headquarters.
10. Meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemakers under the Systems Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with Appendix "A", attached hereto and made a part hereof to be executed by its duly authorized representatives on the day and year first above written.

LOCAL UNION NO. 51, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

ILLINOIS POWER COMPANY

By _____
Dominic F. Rivara
Business Manager

By _____
Larry F. Altenbaumer
President

Dated _____

Dated _____

APPENDIX A

SHANGHAI GAS STORAGE FIELD ADDENDUM

LOCAL UNION NO. 51

June 21, 1999

The Company and Union agree that it is in their mutual best interests to modify the manner in which work is performed at Gas Storage Fields. This document will serve as the basic set of conditions used to operate and maintain Illinois Power Company's Shanghai Gas Storage Field. The parties to this agreement recognize that the work performed at the Gas Storage Fields is different from the normal work performed by Gas Department employees and as such requires specific training and its own set of working conditions. This addendum shall be added to the Labor Agreement between Illinois Power Company and Local Union No. 51, and supersedes the Two-Man Arbitration Award dated October 8, 1974. Except where modified herein, the Labor Agreement shall prevail.

1. The work location and reporting point will be the Shanghai Storage Field. Seniority rights will be as provided by the Labor Agreement.
2. The standard day shift schedule will be five (5) consecutive days from 8:00 a.m. to 4:15 p.m. with a thirty (30) minute lunch period beginning no earlier than 11:00 a.m. and completed no later than 1:00 p.m. This schedule may be modified upon mutual agreement of the parties.
3. Employees may work a schedule of four days per week with a thirty (30) minute lunch period beginning no earlier than 11:00 a.m. and completed no later than 1:00 p.m., subject to mutual agreement between the Company and Union.
4. When multiple shifts are required for the operation of the fields (injection and withdrawal), they will generally consist of a rotating eight (8) hour schedule, with lunch eaten on the job, designed to have operators available during peak usage hours. The rotation may be adjusted to accommodate an 8, 16, or 24 hour rotation schedule. The actual hours worked may be different from storage field to storage field, but will be established to meet demand. The rotating shifts will be established at the beginning of the work week for a minimum of seven (7) calendar days. Upon determination by the Company to change from standard shifts to rotating shifts, or vice versa, the Company will make every attempt to give at least a one (1) week notice. However, due to sudden shifts in weather and the resultant needs of service, the minimum shift change notification would be three (3) days. Reverting back to standard shifts may occur at any time but employees will continue to receive Shift Differential through the end of the pay week and the employee would continue to work the previously scheduled days so as to complete the forty hour work week. Employees will be paid the applicable overtime rate of pay, where appropriate, if the minimum shift notification is not met.
5. The Company will make the determination of the starting and concluding dates of the withdrawal season based on the needs of service.
6. A joint committee of Management and Union representatives will be formed to develop a training program for Gas Storage Field employees and will oversee training progress.

7. The general duties of the Crew Leader will be to coordinate and direct the day-to-day operation and maintenance of the storage fields, including the storage fields associated with the principle storage field. The Crew Leader will also participate in the planning and scheduling of work activities. It is understood that upgrades to the Crew Leader classification will be for a week or more in duration and/or otherwise as assigned.

8. The following classifications and wage rates will apply to Gas Storage Field personnel upon consummation of this agreement:

Gas Crew Leader	\$22.71
Gas Journeyman	\$21.22

9. The union agrees to cooperate, on a request by request basis, in a pilot program to evaluate the reciprocal utilization of gas storage field employees to assist at other storage field facilities.

10. Employees at the Shanghai Storage Field will receive a one time, \$1500.00 lump sum upon consummation of this agreement.

11. In order that the Company may recognize the accomplishments of its Storage Field employees on a more timely basis, it is agreed that the Company may award bonuses to employees covered by this addendum. Any bonus paid under this provision will be distributed to all Storage Field employees with proration occurring for those who were not employed for the entire period covered. The decision to pay or not to pay a bonus, as well as the amount of any bonus, will be at the sole discretion of the Company.