

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

IBEW LOCAL 15 (THE UNION)

&

JOHNSON CONTROLS, INC. (THE COMPANY)

2019 thru 2022

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ARTICLE I RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for those employees of the Company who regularly are the performers of work required by Exelon Company and described in the Scope of Work (Article VII). The Company agrees to recognize the geographic and work functions jurisdiction of the Local Union in all areas where Exelon contracts Johnson Controls Building Efficiency, Inc. . The Union will be responsible for resolving disputes between any unions, and the Company agrees to abide by their resolution.

ARTICLE II TERM OF AGREEMENT/ AMENDMENT TO/ TERMINATION OF AGREEMENT

- A. This agreement shall be effective at 12:00 am on January 1, 2019, and shall remain in effect until 11:59 on December 31, 2022, and thereafter for one (1) or more additional periods of fifty-two (52) weeks each until amended or terminated as hereinafter provided.
- B. Either party desiring that this Agreement be amended effective for any yearly period subsequent to the initial period described in paragraph (A) of this section shall notify the other party in writing not fewer than sixty (60) days and not more than ninety (90) days prior to the beginning of the yearly period for which it is desired that the amendments(s) become effective. Negotiations with respect to the desired amendments shall commence not more than thirty (30) days prior to the first day of such yearly period unless the parties mutually agree otherwise.
- C. Either party desiring to terminate this Agreement at the end of the initial period described in Section (A) of this Article, or at the end of any yearly period thereafter, shall notify in writing not fewer than sixty (60) days prior to the expiration of the initial period, or the then current yearly period, such notice to set forth fully the reason or reason for the desire to terminate in order that the parties may, prior to the end of any such period have the opportunity to discuss and settle any existing differences of opinions as to the reason or reasons for the desire to terminate, to settle any controversial issues which may become involved in reaching agreement or to agree on a definite means of settling all such differences or issues.
- D. Nothing in this agreement shall be construed to prevent the parties from making any changes which are mutually agreeable to the parties at any time during the tenure of this agreement.

ARTICLE III MANAGEMENT RIGHTS

Except as specifically and expressly limited elsewhere in the Agreement, the Company has and shall retain the sole and complete authority and discretion in regard to the management of the business and the direction of the working force.

It is expressly understood and agreed that all rights inherent to the Company as the owner of the business, which are not expressly contracted away by specific provisions of the Agreement, are retained solely by the Company.

The fact that a matter within the reserved area of management rights has been discussed with the Union under the grievance procedure or otherwise, shall nevertheless not make such matter subject to arbitration unless it is expressly made subject to arbitration by the terms of this agreement.

ARTICLE IV DISCRIMINATION

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, gender, age or national origin or because the employee has a disability, is a disabled veteran or a veteran of the Vietnam era or Operation Desert Storm.

The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations

ARTICLE V DEFINITIONS

Service:

- (a) Service is based on employment start dates. Where two or more employees have the same service date, the employee who has the higher last four digits in his Social Security number shall be considered to be the more senior.

- (b) Service or Net Credited Service shall mean term of employment as set forth above for governing benefits.

Calendar Week:

A calendar week begins at 12:01 am on Sunday and ends 12:00 am the following Saturday.

Union:

The Union is IBEW Local 15, who is signatory to this agreement.

Company:

The Company is Johnson Controls Building Efficiency, Inc, who is signatory to this agreement.

Employee:

The Employee referenced in Article VIII is any person designated as active in the Company personnel department and covered under recognition of this Agreement.

Shift:

A shift consists of eight and one-half (8.5) consecutive hours including one half-hour (1/2) unpaid intermission for a meal constituting a regular day's work assigned by the Company.

Tour:

A tour is five (5) consecutive shifts assigned by the Company in a calendar week.

Work Week:

Any paid time, Company or Union, will be counted toward the eight (8) hour day or forty (40) hour week.

Commutable Distance:

This distance is a thirty-five (35) mile radius from the employee's residence.

ARTICLE VI SENIORITY

- A. Seniority is based on the actual number of years an Exelon Company employee has been a member or rendered dues to the IBEW Local Union signatory to this Agreement. This applies to the Exelon Company employees hired by the Company effective January 1, 1996.
- B. Seniority shall govern matters affecting vacation, transfers, promotions, shift assignments, layoffs, sick leave, 401k, recall from layoffs and surplus conditions, pursuant to any Articles, Appendices or Memoranda of this Agreement covering these matters.
- C. There shall be a Probationary Period of ninety (90) days for any new employee, during which time the Company shall have the privilege, in its sole discretion, of laying off, discharging or retaining such employee. The Company will review the status of all probationary employees with the Union before taking any actions. If retained by the Company, such new employee's seniority shall date from the first day of employment.

ARTICLE VII
SCOPE of WORK
Operations Services

Section 7.01 The equipment and real property to be serviced include:

- A. Heating, ventilation & air conditioning systems.
- B. Plumbing system including building domestic water and sanitary and storm drainage system (but excluding systems serving core business activity such as electricity generation)
- C. Electrical systems (excluding systems solely related to core business activity such as electricity generation) lighting systems (including high bay lighting) and power back-up systems such as emergency generators, battery back-up systems uninterruptible power systems (UPS).
- D. Mechanical equipment including base building components such as dock doors, trash compactors, etc
- E. General building such as roofs, facades, ceilings, floors, partitions, windows, doors, etc.
- F. Building automation systems.
- G. Security systems for access control and CCTV monitoring
- H. Kitchen, cafeteria and food service equipment.
- I. Roads and grounds focusing on exterior landscaping, roadways, parking lots, fencing, etc.

Section 7.02 Services provided for this equipment and real property include:

- A. Repair and maintenance.
- B. Predictive maintenance.
- C. Preventive maintenance.
- D. Corrective maintenance
- E. Repair work.
- F. Inspection.
- G. Removal/replacement
- H. General upkeep

Section 7.03 Additional operations services include:

- A. General Maintenance including porter services, painting, etc.. assuming availability of appropriately skilled resources
- B. Meeting Set-Up upon request, including room preparation, table set-up, audio-visual equipment set- up and room clean-up.

ARTICLE VIII TYPES OF EMPLOYEES

Section 8.01

There shall be three types of employees:

- A. Regular full-time, who work forty (40) hours a week and who have successfully completed their probationary period as set forth in Article VI (C), Probationary Period.
- B. Temporary Employees
 - 1. A temporary employee is one who is engaged for a specific project or a limited period with a definite understanding that employment is to terminate upon the completion of the project or at the end of the period. The employment period of a temporary employee would not normally exceed three (3) months. Upon mutual agreement the limit can be extended to hold vacancies due to disability and leaves.
 - 2. The Company agrees to notify the Union of location, type of work and duration whenever a temporary employee is to be used.
- C. Probationary Employees, per Article VI.

Employment, Training Period and Probationary Period

- A. The number of Helper/Trainees who may be employed shall be determined by agreement between the Union and the Company. The Company shall give advance written notice to the Union of its intent to engage Helper/Trainees.
- B. The Company will obtain the Union's consent to each individual hired as a new Helper/Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the Bargaining Unit, Helper/Trainees will be released first, after release of temporary employees.
- C. The Engineer Progression program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but in particular cases where the earlier full qualification of a Helper/Trainee is agreed to by the Union and the Company, a shorter training period may be deemed sufficient. Upon written request from the Company, the Company shall provide the Union with written verification of the Helper/Trainee's progress in and completion of such schooling.
- D. Each Helper/Trainee shall be a probationary employee for the first three (3) months of his employment as a Helper/Trainee. During the probationary period, he may be discarded, laid off or otherwise terminated without resort to the grievance procedure. The Company will review the status of all probationary employees with the Union before taking any action.

ARTICLE IX
UNION SECURITY/DUES DEDUCTIONS

Section 9.01 Union Security

All employees now or hereafter covered by this Agreement shall as a condition of employment hereunder be required to satisfy his or her obligations under this clause, either by joining the Union or by fulfilling his or her financial obligations to the Union on the thirtieth (30th) calendar day following the beginning of such employment or the date of execution of the Agreement, whichever is later, and thereafter to tender to the Union applicable monthly dues and initiation fees, as required.

Section 9.02 Union Dues Deductions

The Company agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member within ten (10) working days. The amount to be deducted shall be the amount specified in the approved Local Union by-laws. Such amount shall be certified to the Company by the Local Union upon request by the Company.

The Company will furnish to the Union a list of all employees covered by this Agreement on a monthly basis. Such list shall include the mailing address and telephone number of the employees as well as their reporting locations.

The Local Union agrees to hold the Company harmless from any action growing out of these deductions and commenced by any employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

ARTICLE X
SCHEDULES / WORK WEEK/ SHIFT

Section 10.01

- A. All employees or job sites will have a work schedule posted or made available as follows:
- B. Schedules which do not include a holiday to be worked shall be posted or made available by noon on the preceding Wednesday.
- C. Schedules which do include a holiday to be worked shall be posted or made available by noon on Wednesday two weeks in advance.
- D. If a schedule is not posted or made available by the above guidelines (a), the employee will work the shift as posted on the previous schedule.
- E. A schedule would normally run for six (6) weeks unless agreed to by the Company and the Union.
- F. If an employee needs, he may request a change or trade a shift or tour subject to Management approval.
- G. If Management changes a shift or tour outside the guidelines in (a) above, then the employee will be paid one and one-half (1&1/2x) times the straight time rate plus shift differentials for all hours worked.

Section 10.02 Work Week Shift

- A. The normal work week shall be five (5) consecutive days of eight (8) consecutive hours each, Monday through Friday. A one-half (1/2) hour unpaid intermission for a meal shall be allowed.
- B. Normal shift hours shall be as follows:
 - a. Day shift: Between 6:00 am and 6:00 pm.
 - b. A shift differential of 10% plus the basic wage shall be paid for all shifts beginning before 6:00 am or ending after 6:00 pm.
- C. The Company may schedule outside of normal shift hours limited numbers of employees to efficiently meet reasonable Customer demands and maintain adequate service.
- D. One fifteen (15) minute break shall be given during an eight (8) hour shift.
- E. Shifts will be assigned on a seniority-qualified basis out of the appropriate work group.

ARTICLE XI OVERTIME

The Company agrees to distribute overtime in a fair manner. The overtime rate shall be one and one-half times (1&1/2x) the basic rate.

- A. Overtime will be paid after forty (40) hours are worked in a week or after eight (8) hours are worked in a day.
- B. If called to clear work from home, a minimum of two (2) hours at the overtime rate (1&1/2x) will be paid.
- C. Employees who are to be on-call will carry a pager and be paid \$10.00 for scheduled days, \$20.00 for non-scheduled days and \$25.00 for holidays. If called, sections (b) and (d) apply.
- D. If an employee is called to report to work or is asked to work at a time other than his regular eight (8) hour shift, he will be paid at time and one-half a minimum of two (2) hours or the actual hours worked, whichever is greater. He will be paid from the time he leaves home until the time returned home.
- E. If an employee works on a Sunday he will be paid at a double time (2x) rate.
- F. If an employee is held over at the end of a shift or is called in for an emergency, and he works ten (10) or more consecutive hours, he shall receive a \$7.50 meal allowance reimbursement.
- G. All paid time days, regardless if worked or not, will be counted toward the forty (40) hour week (i.e., vacation, sick day, holiday, etc.)
- H. The Company and Union recognize the need to maintain service levels and agree to promote cooperation to administer the provisions of this Article.
- I. There will be no compounding or pyramiding of overtime.

ARTICLE XII PAYMENT FOR TIME NOT WORKED

Full basic pay shall be allowed for the following absences:

- A. Time lost on account of jury duty or other court duty less any amount received from civil authorities.
- B. Illness not compensated for under the Workmen's Compensation Law. Any employee who becomes ill during the contract year will be entitled to days of illness in respect to Company Policy regarding absence. Each employee shall accrue eight (8) hours of illness time for each month of employment. Unused illness time shall accumulate to a maximum of eighty (80) days. Paid time will pay sixty (60) days at full pay and forty (40) days at half pay. The Company may require a physical examination to support any claimed illness or injury; the expense of any such examination shall be paid by the Company.
- C. When any regular employee is required to be absent from duty due to a death in his immediate family consisting of wife, husband, child, step-child, mother, father, sister, brother, mother-in-law, sister-in-law, father-in-law, brother-in-law or any other relative who resided at the same address as the employee, a payment shall be made for such period as is deemed reasonable by the employee's supervisor under the circumstances.
- D. Employees who are hired from Commonwealth Edison Company will have their seniority count toward accruals of illness time off.

ARTICLE XIII TRANSFER/TEMPORARY ASSIGNMENTS

Section 13.01 Temporary Assignments

Non-management employees not covered by this Agreement may be detailed to work covered by this Agreement to provide relief for leaves of absence, vacations, sickness absence or other absence of short duration and to provide relief during cutovers, special projects, and other peak or unusual work load situations, when such detail does not prevent the hiring of a full time employee or replace a full time employee.

Section 13.02 Promotions/Transfers

- A. When vacancies occur in higher rate of pay jobs, in Johnson Controls Building Efficiency, Inc. (Exelon Company Project), employees with seniority shall be given first consideration for the jobs. If the Company deems it necessary to promote or transfer a less senior person with higher qualifications, the matter shall be referred to the Advisory Committee, where the provisions of Article XXVII apply. The Company will make every effort to make training available on a seniority basis and weigh abilities and qualifications of the senior employee.
- B. Should an employee decline a promotion or transfer, it shall have no effect on the employee's future promotions or transfers.

ARTICLE XIV
**BOARD AND LODGING/
TRAVEL TIME, CONDITIONS AND EXPENSES**

Section 14.01

The Company will designate a place for each employee as his permanent Reporting Location at the beginning of this contract, or at the time of his employment. ("Report Location" or "Reporting Location"). This site will be one of the following and will not be changed without the Union's consent: (a) a customer site; (b) a company-owned or leased facility; or (c) an employee's home.

Section 14.02

Travel time spent by an employee in excess of the time it takes to travel between the employee's home and the permanent Reporting Location shall be considered as work time.

Section 14.03

Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in traveling from one job assignment to another, or from one town to another, shall be considered time worked.

Section 14.04

Board and Lodging Assignment - An employee may be required to board and lodge during an assignment. The lodging will be provided by the Company at its expense at a hotel or motel approved by the Company. The employee will receive a daily meal allowance of \$35.00.

Section 14.05

Travel Expense - When an employee is required to report to a job site which requires overnight lodging, the Company shall pay for the actual cost of the employee's transportation between his Report Location and the job site at the start and completion of the assignment. Where an assignment requiring board and lodging is longer than three (3) weeks, the Company shall pay the actual cost of the employee's transportation from the job site to his Report Location back to the job site every third weekend.

Section 14.06

For those employees actually receiving board and lodging on a temporary assignment, the Company will also provide a daily Incidental Expense Allowance of \$7.50. The Incidental Expense Allowance will cover all personal expenses other than board and lodging incurred by the employee (e.g. telephone calls, laundry, etc.) for the duration of the assignment.

Section 14.07 Travel Expense

- A. Employees shall normally be furnished transportation by the Company during working hours from Reporting Location to job site, job site to job site and job site to Reporting Location. The Company will not furnish transportation between the employees residence and the Reporting Location.
- B. In cases where an employee is required to use his own vehicle for transportation during working hours from Reporting Location to job site, job site to job site and job site to Reporting Location, the employee shall be paid mileage per government standard of thirty-one cents (\$0.31) per mile to job and return trip. The Company will not furnish transportation between the employee's residence and the Reporting Location. Parking and tolls shall also be reimbursed.
- C. In the event the Internal Revenue Service (IRS) increases the standard mileage rate allowable as a business use deduction from the gross income during the term of this Agreement, the Company will increase the amount of reimbursement accordingly effective the first of the month following the announcement of the change by the IRS.

ARTICLE XV SAFETY

Section 15.01

- A. There shall be a Joint Safety Committee consisting of up to three (3) members representing the Company and up to three (3) members representing the Local Union. The Committee will be acting exclusively in an advisory capacity to the Company. The duties of this Committee shall be to develop and recommend to the Company safe work rules that are equal to or greater than the standards as established by the Occupational Safety and Health Act of 1970 and/or Federal or State laws, if applicable. Such rules, and other safety rules provided in this Article, are minimum rules and not intended to imply that the Local Union objects to the establishment and imposition by the Company of additional or more stringent safety rules to protect the health and safety of the employees.
- B. It shall be the function of this Committee to study these safe work rules and recommend an update to the Company. This Committee shall meet when called by the Co-chairmen or when called by a majority of the current Committee members.
- C. The committee shall consist of up to three (3) representatives appointed by the Company and up to three (3) representatives appointed by the Business Managers of Local 15, IBEW.
- D. The Company shall furnish all protective safety equipment.
- E. The safe work practices that are in effect on Commonwealth Edison Company property which are more stringent than those in this Agreement shall apply to work which is permitted on that property under the terms of this Agreement.
- F. It is the Company's exclusive responsibility to insure the safety of its employees and its compliance with these safety rules and standards. Employees shall comply with all rules and standards set forth.
- G. It shall be the responsibility of the Company to file a copy of all accident reports with the Safety Committee through the Business Manager or designated representatives.
- H. The Company will advise the union of any on-the-job accidents which result in hospitalization or death.
- I. The Company agrees to pay the hourly wages for Union representatives attending Safety Committee meetings.

ARTICLE XVI VEHICLES/GARAGING

Section 16.01

- A. The Company will furnish vehicles to employees when the Company determines that such vehicles are necessary for employees to perform their jobs. All vehicles must meet safety rules and regulations.
- B. All expenses and liabilities related to the ordinary and responsible use of Company - furnished vehicles will be the responsibility of the Company.
- C. While using a Company vehicle, or using their own vehicles in the course of their employment, employees shall operate such vehicles in a safe manner, shall keep the vehicles locked when unattended and shall park them in a safe manner.
- D. If the Company finds it necessary, the employee may be required to park the Company vehicle at a location other than the employee's normal work location. This location may be the employee's residence or a mutually agreed upon location, such as a leased parking space, garage, service station or similar site.
- E. Where home garaging is practiced, the employee shall be paid portal-to-portal from his Report Location. The Company shall provide lodging to employees who are working outside a commutable distance and who are working after 10:00 p.m.
- F. Should the Company decide to adjust or discontinue the program, participating employees will be given at least thirty (30) calendar days notice prior to discontinuance, unless a shortened interval is mutually agreed upon by the Company and the Union. When one or more employees wish to withdraw from participation in home garaging as discussed in this Article, they shall give their first level of supervision at least thirty (30) calendar days notice of such withdrawal, unless a shorter interval is mutually agreeable to the Company and the Union.

ARTICLE XVII TOOLS & CLOTHING

Section 17.01 Tools

- A. The Company will determine and furnish the employee with all tools and equipment necessary for the job. All tools and equipment will be of commercial standard quality in keeping with Safety Rules and Regulations.
- B. All hand tools and a tool box or pouch shall be furnished on a one-time basis. As hand tools need replacing due to loss or damage, it will be the employee's responsibility to replace them with safe, commercial standard quality tools.
- C. The employee will return to the company tools and equipment furnished by the Company within five days or termination of employment with the Company.

Section 18.02 List of hand tools:

- Web Belt
- Adjustable 8" Wrench
- Adjustable 10" Wrench
- Folding Hex-Key
- Phillips #4A849 screwdriver
- Phillips #4A850 screwdriver
- Phillips #4A848 screwdriver
- Slotted #1 screwdriver
- Slotted #5 screwdriver
- ¼" Nut Driver
- 5/16" Nut Driver
- Lineman's 9" pliers
- Diagonal 6" pliers
- Long Nose pliers
- Tongue & groove pliers
- 1-1/2" Putty Knife
- Utility Knife
- 25' Tape Measure Wire strippers
- Fluke Meter
- Utility Flashlight
- Hammer
- Tool Pouch or Box

Section 17.03 Clothing

The Company will furnish all necessary protective clothing for inclement weather such as rain gear and boots

ARTICLE XVIII SURPLUS

Section 18.01 Work Force Adjustments (Surplus)

Whenever, in the judgment of the Company, a surplus of employees within the Exelon Company Project exists in a job title, all employees within the same job title shall be offered, in order of seniority, assignments to available jobs for which they are qualified as outlined below. (The Company and the Union will determine the appropriate group to be adjusted.)

- A. A voluntary lateral reassignment to an equal paying job title within the Exelon Company Project within a commutable distance.
- B. A voluntary lateral reassignment to an equal paying job within the Exelon Company Project outside a commutable distance.
- C. A voluntary lateral reassignment to an equal paying job within the Company
- D. A voluntary reassignment to a lower paying job title within the Exelon Company Project within a commutable distances.
- E. A voluntary reassignment to a lower paying job title within the Company.

If such reassignment should require employees to relocate their residence as a result of transfers involved with work force redistribution, they will be eligible for moving expense reimbursement according to Johnson Controls Building Efficiency, Inc. Exelon Company Project Relocation Policy Article XX.

The provisions of this Collective Bargaining Agreement do not apply to any employee transferred to a location not covered by the recognition clause of this Agreement.

ARTICLE XIX LAYOFFS & RECALL

Section 19.01 Layoffs

If the procedure set forth in Article XVIII, Section 18.01 (a) - (e) does not satisfy the surplus condition, the Company may move to layoff. The Company will negotiate with the Local Unions involved as to a formula or plan before instituting such layoffs. In the event that no agreement can be reached between the Company and the Unions within a twenty (20) day period, the following will apply:

- A. All vendors and outside contractors of the Company will be removed from the Commonwealth Edison Company Project in the affected job titles.
- B. Temporary employees will be separated from the payroll before regular employees are laid off.
- C. If the above does not relieve the conditions requiring layoffs, the Company shall layoff regular full time employees by inverse order of seniority by job title within the affected Local Union's jurisdiction.

Section 19.02 Recall from Layoff

When conditions arise where the Company requires additional regular employees to the work force in the affected job titles and at locations covered by this Agreement, the Company shall proceed as follows:

- A. Former regular employees who held the affected job titles at the time of layoff shall be offered reemployment at their prior job title in inverse order from which such employees were laid off, provided employees may volunteer to take a in a lower wage classification, and
 1. the period of layoff has not exceeded three (3) years;
 2. they are physically able to perform the duties of the work available.
 3. they must within ninety (90) days be within one (1) hour response time for work of the new report location.
- B. Notice for rehiring shall be mailed by registered letter, return receipt requested, to the last known address of the laid off employee. The Union shall also be notified.
- C. The Company will assume that failure on the part of the employee to notify the Company within fifteen (15) calendar days concerning acceptance of an offer of employment or failure to report for duty within fifteen (15) calendar days from the date of the offer constitutes a rejection.
- D. It shall be the responsibility of such former employees to notify the Company, at the employment office, of their desire for reemployment and to keep the Company informed of their current correct addresses.

ARTICLE XX RELOCATION

Whenever an employee is, at the direction of the Company, transferred without promotion to another work location, the Company will reimburse the employee for moving expenses, according to the Johnson Controls Building Efficiency, Inc. policy, provided the transfer is expected to last one (1) year or longer and the additional distance exceeds sixty-five (65) one way miles.

The reimbursement shall cover one (1) instance of moving the employee's place of residence, providing it is accomplished within nine (9) months of the transition of his work location.

The reimbursement of travel expenses will be limited for a period of eighteen (18) months or until the employee has moved his residence. In the event an employee is relocated, reimbursement of travel expense will cease.

ARTICLE XXI TRAINING/RETRAINING

In the present environment of fast-paced technological developments and structural changes, the parties recognize the benefits in offering to employees training and retraining programs for personal and career development or assistance in the event their existing jobs are displaced to qualify for job vacancies as anticipated by the Company. Accordingly, the Company will offer, at Company expense, training and retraining programs.

The personal and career development training and the job displacement retraining programs proposed within this provision will be generic in nature and separate and distinguished from the current job-specific training instruction.

The Advisory Committee will assist and advise in the training efforts encompassed by these programs.

Section 21.01 Personal or Career Development Training

- A. Personal and career development training programs will be designed as educational self-development aids to assist employees in their personal development or preparing themselves for career progression opportunities or job changes within the Company.
- B. Training under such programs will be generic in nature (as opposed to job-specific) and will cover technical, sales, clerical and other fundamentals skills.
- C. Any regular employee with at least one (1) year of seniority will be eligible to participate in such training programs under the terms of such programs.
- D. Participation by employees in the personal and career development training programs will be voluntary, and time spent in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.

Section 21.02 Job Displacement Training

- A. Job displacement training programs will be designed to prepare employees whose jobs are being displaced or restructured to a wage schedule with a lower maximum wage rate to enhance their ability to qualify for anticipated job vacancies within the Company.
- B. Employees will be informed of potential displacements as soon as possible and, depending on the number any anticipated job openings, will be offered training if necessary intended to enable them to qualify for such job openings in the Company.

- C. All regular employees who are notified of potential displacement of their current jobs or restructuring to a lower rate will be eligible to participate in such training program regardless of length of seniority.
- D. Participation by employees in the job displacement training program will be offered to all employees, and any time spent by employees in such training will be during scheduled working hours and considered as time worked.

**ARTICLE XXII
DRUGS & ALCOHOL**

- A. The Company and the Union recognize the need for safe and efficient work operations and the need to promote a better understanding and acceptance of an alcohol/drug-free environment. The Company and the Union agree to work jointly in promoting employee awareness concerning substance abuse.
- B. The Union has been made aware of the corporate policies (#402,304 & 30³) However, their implementation is subject to the grievance and arbitration process and upon any implementation of these policies the employee will be afforded Union representation.

**ARTICLE XXIII
HOLIDAYS**

Section 23.01 Rate of Pay for Hours Worked

- A. A holiday allowance equal to a full day's pay will be paid for all Exelon Company authorized holidays.
- B. Every holiday which falls on a Monday through Friday is included in the forty (40) hour week.
- C. An employee working on a holiday will receive the holiday pay plus time and one-half (1-1/2) for all hours worked.
- D. Holidays will be honored the same as Exelon Company holidays within the local bargaining units, not to exceed ten (10) days.
- E. When a recognized holiday falls on a Saturday or Sunday it shall be observed as follows:
 - (1) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off,
 - (2) On the following day, Monday for employees for whom the Sunday upon which the holiday occurs is a regular day off,
 - (3) On the Saturday or Sunday on which the holiday occurs for employees for whom such Saturday or Sunday is a basic work day,
 - (4) On the preceding Thursday for employees for whom the Saturday upon which Christmas occurs is a regular day off,
 - (5) On the following Tuesday for employees for whom the Sunday upon which Christmas Eve occurs is a regular day off.

The provisions of this Section shall apply on the day observed by each employee rather than on the actual holiday, and shall not affect the Company's right to schedule an employee's basic work week.

ARTICLE XXIV VACATIONS

Section 24.01 Vacation Provisions

- A. Employees with ninety (90) day's service with the Company shall receive two (2) weeks vacation with pay at the completion of that year. They shall receive three (3) weeks vacation with pay after six (6) years of service. They shall receive four (4) weeks vacation with pay after thirteen (13) years of service.
- B. Former members of IBEW Local 15 shall receive vacation based upon years of seniority with the union of which they were a member, or rendered agency fees in that respective local.
- C. A week's vacation pay shall be forty (40) hours pay at the employee's regular straight time rate plus any differentials.
- D. An additional day's vacation, at the employee's request, shall be given if the employee's vacation period includes one of the holidays mentioned in Article XXIII of this Agreement.
- E. Vacation time shall be selected on a seniority basis within the appropriate work group.
- F. Vacations may be divided into two types:
 - 1. Full week periods commencing from 12:01 a.m. Sunday through midnight the following Saturday.
 - 2. Day-at-a-time vacations for employees with two (2) or more weeks shall apply as follows:
 - a. Two weeks = one week, day-at-a-time
 - b. Three weeks or more = two weeks, day-at-a-time

Section 24.02 Vacation Selections

Vacation selections shall be as follows:

- A. Full week vacation selections shall be made during the first round in one selection process within the current calendar year.
- B. Day-at-a-time vacation selections shall be made during the second round in one selection process (within the current year or first quarter of the following year).
- C. After the above selections have been completed, all other selections during the current calendar year shall be on a first-come, first-serve basis, work load permitting.

ARTICLE XXV
DEMOTION, DISMISSAL OR SUSPENSION

Section 25.01 Notice Requirements

- A. In the event the Company contemplates the demotion or dismissal for just cause of any employee, the Company shall notify the Business Manager of the Local Union involved and review the facts with the Business Manager prior to the actual demotion or dismissal.
- B. In the event the Company suspends without pay any employee, the Company shall notify the employee's Steward as soon as practicable and review the reasons for the suspension.
- C. At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in personnel file, suspension, demotion or discharge for cause) is to be announced, a Steward or designated Union representative shall be present.

Section 25.02 Union-Management Review Board

- A. After the Company gives notification of a contemplated dismissal for just cause pursuant to Section 25.01 above, the Union may, within ten (10) working days request that a Union -Management Review Board be convened relative to the contemplated dismissal. Such a request by the Union must be made to the office of the Manager of Human Resources or his designee.
- B. Within five (5) working days after the Union request is made, the Company will notify the Union as to the names of the two (2) management members of the Board and the Union will notify the Company as to the names of two (2) Union members of the Board.
- C. The Board will meet within fifteen (15) days from the original notification of the contemplated dismissal. The Union will advise the employee whose dismissal is contemplated that he has a right to attend this meeting. It is intended by the parties that the employee will attend the meeting except in unusual circumstances. The purpose of the Board meeting will be to review the facts that are available concerning the contemplated dismissal to permit the employee (or in the employee's absence, the Union) to present any facts which considering the matter, and for the parties to attempt to resolve the issue. Union Board members who are employees will participate in the Board meeting without loss of pay during scheduled working hours when the employee whose dismissal is contemplated is present.\
- D. If after the meeting of the Board, the Company dismisses the employee, any grievance involving the dismissal shall be deemed withdrawn within thirty (30) calendar days after the date of dismissal unless the Union elects to advance the matter to arbitration as provided in Article XXVI(Grievance Arbitration).

ARTICLE XXVI GRIEVANCE AND ARBITRATION

Section 26.01 Grievance Procedure

- (a) The parties recognize that the grievance and arbitration procedure provide for the exclusive forum for resolution and settlement of employee disputes covered during the term of this Agreement. A grievance is a complaint that the application or interpretation of any provision of this Agreement violates or fails to comply with one or more express provisions of this Agreement.

Each party recognize the right of the other to investigate the circumstances surrounding any grievance, accident, or other incident involving the Company's business and agrees to cooperate with each other in such investigations.

The failure or refusal of the employer to meet with the Union to adjust a grievance as required by this section shall automatically settle the grievance in favor of the Union.

Step 1. If any individual employee, group of employees or the Union has a grievance, it shall be presented to the immediate supervisor (outside of the Bargaining Unit) by the Union within ten (10) working days after the event which gave rise to such grievance. Any grievance not presented to the immediate supervisor within ten (10) working days shall be deemed waived.

The grievance shall be handled on an informal basis and verbal notice of the grievance and of the decision shall be sufficient.

If the grievance is not resolved in the allotted time, the employee will notify the appropriate Union representatives of the grievance. The Union representative will then notify the appropriate supervisor with five (5) working days after receipt of the grievance to attempt to resolve the issue. If the grievance is not resolved at this step, the Union may appeal the grievance to Step 2.

Step 2. Within fifteen (15) working days of completion of Step 1, the Union shall provide notice of appeal to the appropriate manager who shall meet with reasonable promptness to resolve the issue.

Step 3. In the event the grievance is not resolved at Step 2 the Union may appeal the grievance in writing within fifteen (15) working days of completion of Step 2 to the Company's Director of Human Resources (or his designee). Resolution at this step shall be final and binding.

Any grievance not resolved at Steps 1, 2 or 3 may be moved to binding arbitration. All time limitations set forth in this section may be extended upon mutual written consent of both parties.

- (b) Arbitration procedure: If the parties fail to resolve the matter within 30 days, the Union may request in writing that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Company and the Union. In the event that the parties are unable to agree upon an arbitrator, the Company and Union shall join in a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators who are available to serve in the agreed-upon major city. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, four (4) names from the list of five (5) arbitrators shall be eliminated by the Union and the Company alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be

limited to making a decision on the instant grievance in question in conformity with the terms of this Agreement.

The parties agree that the arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.

The compensation and expenses of the arbitrator and the general administrative expenses of the arbitration shall be borne equally by the Company and the Union. Each party shall be responsible for payment of time consumed by, and the expenses of its representatives and witnesses.

- (c) The failure or refusal of the Company to meet with Union representative to adjust a grievance as required by this section or a failure or refusal to accept as binding, an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to the Company, and the Union shall also be free to strike and take any other lawful action against the Company.

Section 26.02 Expedited Arbitration

- (a) In lieu of the procedures specified in Section 26.01 (b), any grievance involving the suspension of any individual employee, except those which involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action shall be submitted to arbitration under the expedited arbitration hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration by the Union. In all other grievances involving disciplinary action which are specifically subject to arbitration under Section 26.01 (b) of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration by the Union, elect to use the Expedited Arbitration Procedure hereinafter provided.

The election shall be in writing and, when signed by authorized representatives of the parties, shall be irrevocable if no such election is made within the specified time period, the arbitration procedure in Section 26.01 (b) shall be followed.

- (b) As soon as possible after this Agreement becomes final and binding, a panel of ten (10) umpires shall be selected by the Advisory Committee. Each umpire shall serve until the termination of this Agreement unless his or her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his termination by a joint letter from the parties.

The umpire shall conclude his services by settling any grievance previously heard. A successor umpire shall be selected by the Advisory Committee. Umpires shall be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire who can hear the case on the earliest date.

- (c) The procedure for expedited arbitration shall be as follows:

1. The parties shall notify the umpire in writing on the day of agreement of date of arbitration demand in a suspension case to settle a grievance by expedited arbitration. The umpire shall notify the parties in writing of the hearing date.

2. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
3. The hearing shall be informal, without formal rules of evidence and without a transcript. However, the umpire shall satisfy himself that the evidence submitted is of a type on which he can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
4. Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. The umpire shall give his or her decision within five (5) working days after receiving the briefs. He or she shall provide the parties a brief written statement of the reasons supporting his or her settlement.
5. The umpire's decision shall apply only to the instant grievance, which shall be settled thereby. It shall not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties.
6. The time limits in section c (1) and (4) may be extended by agreement of the parties or at the umpires request; in either case only in emergency situations, such extensions shall not circumvent the purpose of this expedited procedure.
7. In any grievance arbitrated under the provisions of this section, the Company shall under no circumstances be liable for back pay for more than six (6) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs shall not be included in such additional time.
8. The umpire shall have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the umpire will settle the grievance and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration shall be borne by the Company and the Union in equal parts. Each party shall bear the expense of its representatives and witnesses.
10. The time limit for requesting arbitration under this section shall be the same as set forth in Section 26.01 (b).

ARTICLE XXVII
**ADVISORY COMMITTEE/
PAYMENT FOR UNION/MANAGEMENT ACTIVITIES**

Section 27.01 Advisory Committee

An Advisory Committee will be created consisting of up to three (3) Union representatives, and up to three (3) Management representatives from the Company. The Local Union will appoint its representative and the Vice President of Operations or his designee.

It shall be the function of the Advisory Committee to study and make recommendations to the parties hereto with respect to such matters as may be presented to the Advisory Committee relating to this Agreement or to any of the Company's plans or practices affecting the educational, health, welfare and social status of the employees. In addition, as may be required, matters regarding technological change in the business of the Company will be reviewed by the Advisory Committee as provided.

Meetings of the Advisory Committee on such matters may be called on a monthly basis.

Section 27.02 Payment for Joint Union/Management Activities

Union representatives who are involved in joint Union-Management business will be compensated for their reasonable time and expenses while participating in such activities by the Company. This includes Company wages and any associated travel time. In addition, such Union representatives will be reimbursed for reasonable travel and board and lodging expenses which are directly related to their participation in these activities.

**ARTICLE XXVIII
UNION PAID TIME**

Section 28.01 Union Stewards

- A. Consistent with paragraph (d) below, the Company will recognize Stewards in accordance with Union rules and regulations as the Union representatives of the employees in the respective groups for which they are chosen. The Union will notify the Company as to the identity of the Stewards.
- B. The Company understands that the choice of and displacing of Stewards is a function of the Union. The Union will notify the Company of any changes in Stewards' status.
- C. The Company shall not discriminate against a Steward or discipline a Steward on account of actions taken by him in the performance of his Union duties.
- D. The Steward shall be a regular full-time working employee of the Company and a member of the Bargaining Unit.
- E. The Company agrees to grant Stewards or properly designated representatives of the Union the necessary time off without pay to transact business of the Union, provided work schedules permit. The Union agrees that it will give the Company reasonable advance notice of such absences.

Section 28.02 Union Paid Time/Grievances

The Company agrees to permit representatives of the Union to meet and confer with Management representatives in grievance meetings without loss of pay during regularly scheduled working hours. Additionally, there shall be no loss in pay for reasonable time spent traveling to and from grievance meetings.

Except as provided in Section 28.01 above, an authorized Union representative may take time off for Union activity during his scheduled working hours if excused in advance by non-bargaining unit Company Management with at least ten (10) working days advance notice. Not more than two (2) employees shall be on leave of absence under the provisions of this Article at any one time. An unpaid leave of absence granted under this Article shall automatically terminate if at any time the employee on leave engages in any gainful occupation other than as a representative of the Union, or if the employee ceases to function as an authorized Union representative.

A Union representative upon return from an excused absence or leave of absence shall be reinstated in the same job or in a job generally similar to that in which the employee was engaged last prior to the absence, subject to the provisions of this Agreement relating to layoffs (see Article XIX). The employee shall be placed on the payroll at the rate then in effect for this assignment and for the period of service credited for wage purposes at the start of the leave of absence. However, a drug test maybe required. No physical or other examination shall be required as a requisite of reinstatement. Where the Company finds that an obvious physical or mental condition exists, it reserves the right to have such person examined to determine job placement or fitness for work.

ARTICLE XXIX NO STRIKE/NO LOCKOUT

Section 29.01

- A. It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slowdowns of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow down, sit-in, picketing, concerted work stoppage or any intentional interruption of work during the life of this Agreement.
- B. This Article is not intended to prohibit employees from honoring a primary picket line established at their work location and authorized by Local 15, IBEW or any other Union representative employee, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other Union is a party.

ARTICLE XXX WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservations or unexpressed understanding. During the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this Agreement will become the subject of arbitration.

ARTICLE XXXI PAY DAY

Regular payday for bargaining unit employees is on Friday, unless it occurs on a Company and/or banking holiday, in which case employees will be paid on the closest business day prior to Friday, which is not a Company and/or banking holiday.

All wages will be paid via direct deposit. Employees who are unable to attain a bank account allowing for direct deposit will be paid via pay card. All pay statements and W2 forms will be made available electronically.

The Company may elect to implement a bi-weekly payroll. The transition to a bi-weekly payroll will not occur without a minimum of thirty (30) days' notice to bargaining unit employees.

EXHIBIT B BENEFIT PLAN

Health & Welfare Benefits

The Employer hereby agrees that the provisions of the Company's Flex medical, dental, prescription drug, short & long term disability, life and vision plans, subject to all limitations and qualifications therein contained, are hereby incorporated in and made part of this Collective Bargaining Agreement. The Employer will continue to provide a benefit plan offering medical, dental, prescription drug, short and long term disability, life and vision plans for the duration of this agreement. The Employer reserves the right to alter or modify these plans subject to any future changes made to the plan, including but not limited to choice of carrier, eligibility, enrollment, benefit coverage, plan design, deductibles and copays for services. Employees will participate in these plans at the same contribution levels, terms and conditions as non bargaining unit employees participating in those plans effective April 1, 2019. Until that time, the employees will continue in the existing benefits program under the terms and conditions determined by the plan.

The Company and the Union, having negotiated concerning the subject of employee benefits, each waive the right to require that the other bargain collectively concerning any aspect of this Article during the term of this collective bargaining agreement. It is understood that the parties are not waiving their right to bargain collectively concerning these matters upon expiration of the current collective bargaining agreement.

EXHIBIT C

EMPLOYEE INVOLVEMENT PROGRAM

Recognizing the desirability to improve the work life of employees and enhance the effectiveness of the organization, the Company and the Union pledge their commitment to support the goal of employee involvement in the operations of the business. They agree that organizational and technological innovations are necessary and desirable, that every individual has the ability to contribute to the objectives of the organization and that work should satisfy personal needs for self respect and fulfillment as well as the service and financial objectives of the Company. The Company and the Union also agree that activities initiated and sponsored jointly by them are beneficial to all employees. Accordingly, they agree to establish and support an Employee Involvement Program. The Program's goal will be to make jobs individually satisfying and to maximize organizational performance and quality service to the Company's customers. It will endorse and encourage greater participation in the decisions which set the conditions of the environment. The Company and the Union will establish workplace committees that will meet as needed to work on various workplace issues.

To show mutual cooperation and support of the employee involvement programs, the Company and the Union agree that:

- A. All employees can contribute to the objectives of the organization. All employees are trusted, responsible adults and valued assets, capable of serving the Company and customers effectively when given clear standards and goals, as well as appropriate training, tools and resources to perform the job.
- B. Organizational and technological innovations which help meet customer demands are necessary and desirable.
- C. Customer satisfaction requires putting the needs of customers first when considering changes, making decisions, and identifying and solving business problems. Exceeding customer expectations and winning their loyalty requires a work philosophy which emphasizes four phases of behavior: planning what you do, doing it, checking what you did; and acting to prevent errors or to improve the process.
- D. The Company and the Union agree to establish a joint Employee Involvement Oversight Committee to provide direction and assistance to employees and to act as a resource for employee teams.
- E. The Company and the Union also agree that employee teams will not discuss contractual or safety issues

LETTER OF AGREEMENT UNION REPRESENTATION

This will confirm our prior understanding, in which it was agreed with respect to employees in the bargaining units, recognized as being represented by the Union, that the supervisors of newly-hired employees assigned to a represented bargaining unit will provide the Local Union the opportunity to meet with those employees for the purpose of furnishing them with information about the Union. This agreement will continue in effect for the duration of the 2011 through 2015 Collective Bargaining Agreement.

FACILITY ENGINEER - LEAD

PROJECT: Exelon

LOCATION: Nuclear Service and Training Facility

REPORTS TO: Operation Manager

SUPERVISES: Facility Engineers and/or Facility Mechanics

RESPONSIBILITY LEVEL: Supervises and performs various skilled and semi-skilled tasks in the installation, repair, maintenance and operation of mechanical, electrical, environmental controls and life safety systems throughout the Exelon Company project. Applies specialized knowledge and expertise across many different disciplines and ensures an efficient and safe working environment.

DUTIES:

1. Supervises and performs the installation, maintenance, operation and repair of mechanical and electrical equipment and systems.
2. Schedules and assigns personnel to complete maintenance activities.
3. Provides leadership to the team at the project.
4. Ensures proper operation of systems in compliance with required regulations and codes.
5. Evaluates operation of equipment through use of instrumentation.
6. Tests and calibrates electronic HVAC and building environmental controls ensuring equipment is functioning correctly.
7. Performs necessary tasks to complete projects as required for the upkeep of the facility, prepares accurate records of testing, predictive maintenance, preventive maintenance, maintenance routines and energy data.
8. Inspects and repairs pumps, fans, valves and motors ensuring proper operation of the facility equipment and systems.
9. Capability to perform duties as a stationary facility engineer in a large facility and/or mobile facility engineer responsible for several facilities located in a designated geographic area.
10. Complies with all Company policies and procedures and adheres to Company standards of business ethics and conduct.
10. Must be a team player committed to working in a quality environment.
11. Willing to perform other duties as assigned.

SKILLS/QUALIFICATION: High school graduate or equivalent experience. Four year apprenticeship program or six years field experience. CFC certification required. Ability to use computers using the Windows based software environment. Must be able to be on call and to work any shift, weekends and holidays if necessary. Must have valid state drivers license along with appropriate class license if required in performance of job

FACILITY ENGINEER

PROJECT: Exelon

LOCATION: Nuclear Service and Training Facility

REPORTS TO: Operation Manager

SUPERVISES: None

RESPONSIBILITY LEVEL: Performs skilled and semi-skilled tasks in the installation, repair, maintenance, and operation of mechanical, electrical, environmental controls and life safety systems throughout the Exelon Company project.

DUTIES:

1. Responsible for the installation, maintenance, operation and repair of mechanical and electrical equipment and systems.
2. Ensures proper operation of systems in compliance with required regulations and codes.
3. Tests, maintains and evaluates equipment by using instrumentation.
4. Tests and calibrates electronic HVAC and building environmental controls ensuring equipment is functioning properly.
5. Performs, as required, skilled maintenance activities to include but not limited to construction, welding, soldering and plumbing.
6. Inspects and repairs pumps, fans, valves and motors ensuring proper operation of the facility equipment and systems.
7. Performs all duties in a safe manner and in accordance with established work standards.
8. Capability to perform duties as a stationary facility engineer in a large facility and/or mobile facility engineer responsible for several facilities located in a designated geographic area.
9. Complies with all Company policies and procedures and adheres to Company standards of business ethics and conduct.
10. Must be a team player committed to working in a quality environment.
11. Willing to perform other duties as assigned.

SKILLS/QUALIFICATION: High school graduate or equivalent experience. Four year apprenticeship program or five year field experience. CFC certification required. Ability to use computers using the Windows based software environment. Must be able to be on call and to work any shift, weekends and holidays if necessary. Must have valid state drivers license along with appropriate class license if required in performance of job.

For
JOHNSON CONTROLS BUILDING EFFICIENCY, INC.

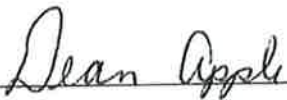


4/23/19

Date

Christopher C. Thom, Director Labor and Employee Relations,
Johnson Controls Building Efficiency

For
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)



April 28 2019

Date

Dean Apple, President/Business Manager,
International Brotherhood of Electrical Workers, Local 15

