

Call Center Voluntary Overtime and Guaranteed Release Agreement

PREAMBLE

Commonwealth Edison (ComEd) (“the Company”) and IBEW Local 15 (“the Union”) agree to a Call Center Voluntary Overtime and Guaranteed Release Agreement (the “Agreement”), as set forth below:

This Agreement applies to the ComEd Call Center only and cannot be used in any other Departments of ComEd or Exelon Business Services Company without negotiation with Local 15 and will be effective when signed by the parties’ designees. Nothing in this Agreement diminishes rights the Union or the Company has under the Collective Bargaining Agreement (CBA). Conditions not specifically covered by this Agreement will be administered in accordance with the provisions of the CBA. Management and the Union shall utilize their best efforts to resolve any issues that may arise in the administration of this agreement.

This Agreement does not set a precedent and is without prejudice to any course of action either party may pursue in the future. One (1) year after the effective date of this Agreement and before expiration of the CBA, either party may upon 30-days written notification to the other party, indicate their intent to amend or terminate this Agreement. Upon termination of this Agreement, the rights and obligations of both parties shall be as set forth in the CBA unless an agreement is reached to amend the Agreement instead. Absent termination or amendment as set forth above, this Agreement will remain in effect until September 30, 2019.

AGREEMENT

Section 1: Voluntary Overtime Process

A. Volunteering, Management Determination of Overtime Needs, and Notification

Full-Time CSRs and CC1s will have an opportunity to volunteer for overtime on a daily basis. Whenever possible, these volunteers will be utilized prior to forcing employees. Employees who are interested in volunteering for overtime shall send an email to the designated email address in Outlook. Subject to business conditions and workload, Call Center Management will determine the need for overtime and the number of Full-Time CSRs and/or CC1s needed, if any. A CC1 will identify the Full-Time CSRs and/or CC1s on the property that will be utilized from the list of employees who have expressed an interest in working overtime. The CSRs and/or CC1s who have volunteered will then be notified that they have been selected to work the overtime assignment.

B. Overtime Assignments

Overtime will be assigned in order of low overtime to the full time volunteers on the property who have submitted an email. If full time volunteers' overtime hours are the same, seniority will be the determining factor as to who will receive the overtime assignment. Low overtime hours will determine the order of all overtime offers, in accordance with the terms of the CBA.

C. Volunteer Canvas and Overtime Expectations

In situations where there is a need for more full time volunteers than those who have sent emails, a CC1 will canvas the Full-Time CSRs and/or CC1s on the property. Any Full-Time CSR or CC1 volunteering for overtime through email or canvas, agrees to volunteer for the duration of the overtime assignment, in accordance with the terms of the CBA. When overtime is expected to continue beyond normal business hours, an additional canvas will be conducted for volunteers, whenever possible.

D. Hold and Callout

If there is a need to hold over employees beyond the number of full time volunteers, a callout will be initiated after two (2) hours for the purpose of replacing those Full-Time CSRs and/or CC1s who are forced on overtime, unless, at or before the two (2) hour mark of the holdover, 25% of the Full-Time CSRs and/or CC1s held over on a force are released. Each hour thereafter, 25% of all full-time forced holdovers will be released, or if an hour passes without a release of 25% as set forth above, a call-out for full time replacements will be initiated immediately.

E. Release from Overtime

Employees who did not volunteer for overtime will be released first, followed by a release of volunteers. For both volunteers and employees who are force held, employees with greater cumulative overtime hours will be released from overtime prior to employees with fewer overtime hours.

F. Part-Time CSRs

All Part-Time CSRs will be released from overtime prior to the release of any Full-Time CSR. If Part-Time CSRs are held for more than one (1) hour, per the February 19, 1996 Supplemental Agreement for Clerical Part-Time Employees, a callout for Full-Time CSRs will be initiated at the one (1) hour mark.

Section 2: Guaranteed Releases

A. Definition

Employees may be excused from (preplanned or unscheduled) overtime attached to their regularly scheduled working hours for personal reasons (such as an appointment, special function, or to begin vacation, etc.) on a voluntary basis, and with proper notification. These excused absences shall be called Guaranteed Releases. Such releases may be utilized before and/or after the employee's regularly scheduled shift. Employees will submit such requests to their supervisor for approval. Requests will be granted on a first-come/first-served basis.

B. Guaranteed Release Allotment

Full-Time employees (CSRs & CCIs) may be granted up to sixteen (16) guaranteed releases each year. Part-Time employees may be granted up to six (6) guaranteed releases each year.

C. CSR Daily Allocation

1. A total of twelve (12) guaranteed releases will be available for CSRs daily.
2. Ten (10) releases will be designated for employees on the day shift.
3. One (1) release will be designated for employees on the evening shift.
4. One (1) release will be designated for employees on the midnight shift.

D. CC1 Daily Allocation

1. A total of four (4) guaranteed releases will be available for CCIs daily.
2. Two (2) releases will be designated for employees on the day shift.
3. One (1) release will be designated for employees on the evening shift.
4. One (1) release will be designated for employees on the midnight shift.

E. If a need for an additional guaranteed release arises, the granting of such will be at management's discretion.

- F. A guaranteed release can be denied, or future releases for an employee cancelled by management if abused. (An example of abuse would be an employee scheduling a guaranteed release and consistently canceling at the last minute thereby blocking other employees from obtaining a release for the day). Issues of abuse will be addressed jointly by the Company and the Union.
- G. Employees must cancel a guaranteed release prior to the start of their shift.
- H. Any unused guaranteed releases will not carry over to the following year.

Section 3: Enhanced Staffing

- A. Subject to business needs, the Company may require additional staffing above and beyond those employees already scheduled to work to assist with call volume and/or workload. Generally, these types of overtime assignments will consist of a minimum of eight (8) hours and require a specific number of additional employees.
- B. When management determines the need for an increase in staffing to fulfill such needs, a canvas will be conducted as defined in Section 1 of this agreement.
- C. In order to be considered eligible for an eight (8) hour overtime assignment, an employee's existing shift must not overlap any part of the enhanced staffing shift. In other words, the employee must be able to work the entire eight (8) hour shift. Example: the Call Center is looking for additional coverage from 7 am to 3 pm, and an employee's regular shift is from midnight to 8:30 am. The employee on the midnight shift would not be eligible for the overtime assignment due to the fact that the employee is already working a portion of the defined overtime period. This provision only applies to scheduled overtime assignments of 8 hours, and does not apply to callout or holdover overtime.
- D. Any Full-Time CSR or CC1 volunteering for an enhanced staffing overtime assignment agrees to volunteer for the duration of the overtime assignment, in accordance with the terms of the CBA.

Company

Date

John Fitterer 8/20/14
John Fitterer - Director, Customer Care Ctr

Commonwealth Edison

Theresa Strayer 8-20-14
Theresa Strayer - Labor Relations

Commonwealth Edison

Union

Date

Terrence Cagney 8/11/14
Terrence Cagney - Business Representative

IBEW, Local 15

Michael Freeman 8.11.14
Michael Freeman - Business Representative

IBEW, Local 15