

## **LOCATE PILOT PROGRAM MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU" or "Agreement") details the agreements and understandings between Commonwealth Edison Company ("ComEd"), Exelon Business Services Company (collectively referred to herein as "the Company") and International Brotherhood of Electrical Workers, Local 15 (referred to herein as "Local 15" or "the Union") relating to ComEd's establishment of two new job classifications of Temporary Locator Employee "Locator A" and "Locator B" positions and the Company's proposed implementation of a pilot program ("Locate Pilot") for a designated piloting period pursuant to the Final Order by the Illinois Commerce Commission ("ICC") in its 2023 MYRP/MYGP (Docket No. 22-0486/23-0055) (including any amendments) (hereinafter referred to as "ICC Final Order"). This Agreement will become effective upon execution by both parties and will terminate upon completion of the demobilization efforts no later than April 1, 2027, unless otherwise agreed upon by both parties.

### **PILOT SCOPE:**

The Company and Union acknowledge that pursuant to the ICC Final Order the Company intends to implement a business plan whereby over the course of a designated piloting period ComEd will hire temporary employees to perform a percentage of facilities locating functions requested through the State-Wide One Call Notice System, commonly referred to as J.U.L.I.E. (Joint Utility Locating Information for Excavator) for ComEd utilities within its suburban service territory.

In accordance with the ICC Final Order, the target date for the start of the designated piloting period of the Locate Pilot is April 1, 2025, although the Company has discretion to determine and/or adjust the designated piloting period to comply with the ICC Final Order, as well as determine the length of any "ramp up" or "ramp down" periods in accordance with the ICC Final Order, provided the parties agree that this Agreement will not extend beyond any demobilization period ending on or before April 1, 2027 without the parties mutual written agreement. The Company agrees to meet with the Union at least three (3) months prior to the end of the pilot period to discuss any possible extensions approved by the ICC as well as the impacts to this Agreement. Upon termination of this Agreement all ordinary and customary work will return to status quo which existed prior to the start of this Agreement. This Agreement does not create any obligation of the Company to continue the Locate Pilot beyond the term of the ICC Final order.

The parties agree that the Locate Pilot will initiate in Lake County, but the Company may adjust the geographic scope of the Locate Pilot as may be reasonably necessary to meet the percentage and timelines established by the ICC Final Order.

In the event of a material change or amendment to the ICC Final Order the parties will meet and discuss any proposed adjustments to the implementation plan, with the understanding that the Company must get the Union's consent to make any material change to this Agreement except as to changes that may be reasonably necessary for the Company to comply with the ICC Final Order. Notwithstanding the foregoing, changes to pay rates and benefits provided by this Agreement are not subject to change without the Union's consent.

### **LOCATOR JOB CLASSIFICATIONS**

This MOU acknowledges the creation of two new bargaining unit classifications, Locator A and Locator B (which collectively will be referred to herein as "Locators"). Temporary Employees hired in the Locator A and Locator B positions will, for the term of the Locate Pilot, primarily be assigned to perform locating functions previously contracted out to third-party contractor USIC.

During the term of the Locate Pilot the Company will have sole discretion to determine hiring, staffing and training needs and to assign work to Locators as it determines reasonably necessary to satisfy the parameters and budgets of the ICC Final Order, except as specifically provided below. The duties, eligibility and responsibilities of the respective Locator positions are generally set forth in the attached job descriptions. With notice to the Union, the Company reserves the right to establish, change, add, modify and/or eliminate any job duties, responsibilities, functions, assignments and/or qualifications of the Locator A and Locator B job descriptions as may be reasonably necessary for the Company to comply with the ICC final order and in accordance with Article V, section 9 of the CBA.

- A. Locators shall perform assigned work duties during scheduled work hours. Work should not be performed outside of regularly scheduled hours unless previously authorized by management, unless such work is beyond the employee's control (e.g., being stuck on a customer call beyond the end of the employee's regular shift).
- B. Locators shall comply with all Company and department policies and procedures while performing assigned duties unless otherwise indicated herein and shall be reasonably accessible by Company issued telephone or laptop.
- C. The Company shall determine and provide the necessary equipment and tools to Locator employees, although at a minimum Locators will be given a Company-issued laptop and phone. Locators will be provided an annual clothing allowance in accordance with the Company Job Hazard Analysis. The Company agrees to provide Locators access to vehicles for work-related duties only.

D. The Company shall determine staffing, work schedules, evening and weekends including overtime opportunities and emergency response scope of work needs. The Locate Pilot schedule is determined by the Company with notification to the Union.

E. The basic work week will normally consist of 5 consecutive workdays in a work week. The basic workday shall consist of 8 hours of work, except that Locators will be expected to work 8 consecutive hours in accordance with Article IV, Section 21 of the CBA and will not be guaranteed a minimum number of hours in a work week.

For purposes of timekeeping, a workweek shall begin and end at midnight, Sunday night.

In case of a change in the basic workdays of an employee's basic workweek, notice of at least forty-eight (48) hours shall be given prior to the change. If not given this notice, the employee shall be paid at the overtime rate on the first day of work.

F. The parties agree that Locators are eligible for the premiums as provided in Article IV, Section 12 of the CBA on the same basis as regular employees.

G. For purposes of calculating vacation under Article VI, Sections 1-2 and 10 -11 of the CBA the parties agree that Locators, if they become regular employees, shall be credited for prior service, for purposes of vacation as set forth by the service date.

H. The parties agree Locators are eligible for shift premiums as provided in Article IV, Sec. 4 of the CBA on the same basis as regular employees.

I. The parties agree Locators are eligible for overtime pay as described in Article IV of the CBA on the same basis as regular employees if it is proper under the CBA to assign them overtime.

J. Standby activation will be established for emergency response locating during the locating pilot period. Weekly canvassing will be performed to designate standby personnel for one-week. When canvassing is exhausted, the lowest OT Locator will be forced on standby duty to respond to emergent outages. ARCOS callout will be initiated if additional support is needed or the standby duty Locator does not report. Locators will be paid two-hours at the straight time rate for each daily on call period.

- For the purposes of this Locate Pilot, clerical support for the Locator work group will be assigned to the represented clerical support in the office designated to support the Locate Pilot.

The Locator B classification will be considered an entry level position without any prior experience. The Locator A classification will require a minimum of 1.5 years' experience which may include experience prior to joining The Company Locating Pilot.

The Locator B classification will be paid a regular hourly rate of [REDACTED]. The Locator A classification will be paid a regular hourly rate of [REDACTED].

[illegible]

The Company will hire Temporary Employees into respective Locator A / Locator B classifications based on the candidate's external job experience and/or training but retains discretion to progress individual Locator B employees to a Locator A classification based upon the Company's evaluation of the employee during the Locate Pilot. The Company and the Union, as a part of the quarterly meetings will discuss the Locator B classification and potential promotions to Locator A classification during the pilot period with the understanding that the evaluation criteria for a promotion from Locator B to Locator A generally, will include but is not limited to, years of experience, work proficiencies and job performance, accurate markings, driving performance and adherence to employee standards of conduct. Locators are not entitled to automatic progression nor time-steps during the Locate Pilot.

## **BENEFITS**

Benefits provided under this Agreement are subject to change by the Company provided the changes are made for all other bargaining unit employees in accordance with the CBA and NLRA, and not limited to employees covered by this Agreement. Nothing in this Agreement is intended to or will be construed to add to or subtract from whatever authority the Company already has to amend the terms of ERISA- governed benefit plans.

## **SERVICE DATE**

The parties agree that the following principles will apply when considering time worked as a Locator for purposes for which "service" or "service date" or length of employment is relevant under the CBA.

The parties agree that Locators who become regular employees either by conversion to regular status without a break in employment or rehire to a regular employment position after a break in employment shall be given credit for any and all prior time worked as a Locator on the same basis as their service would have been credited had it been as a regular employee including consecutive and bridged service.

- a. This service date will be used for all purposes if a Locator becomes a regular employee unless otherwise stated in this Agreement.
- b. This service date will also be used for determining that Locators satisfy a "service" or service date" or length of employment requirement applicable to benefits for which Locators and / or former Locators who become regular employees are eligible as stated in this Agreement.
- c. For changes to service dates other than the changes made pursuant to this Agreement the Company will comply with the requirements of Article III, Section 4 of the CBA if there are any changes to service dates for Locators covered by Article III, Section 4 of the CBA.

## **MILEAGE REIMBURSEMENT**

The parties agree that Locators are eligible for both mileage reimbursement and a commuting allowance on the same basis as regular employees, as provided in Article IV, Section 20 of the CBA and the 4/6/59 MOA last revised 2/25/14 (seep. 205-07 of CBA supplement).

## **HOLIDAYS**

Locators will be eligible for designated paid holidays pursuant to the CBA.

### **WORKING CONDITIONS (rules, regulations, safety & necessary equipment)**

The parties agree that Article V, Sections 1, 2 and 4 of the CBA will apply to Locator employees on the same basis as regular employees.

### **OVERNIGHT WORK**

When the Company requires Locators to be away from home overnight or longer, Article V, Sec. 5 of the CBA will apply to such employees on the same basis as regular employees.

### **MEAL PERIODS**

The Meal Provisions set forth in Article IV, Section 23 of the CBA shall apply.

### **FLOATING HOLIDAYS**

The parties agree that Locators who become regular employees are eligible for floating holidays as provided for in Article IV, Section 24 of the CBA on the same basis as a regular employee provided the former Locator has completed 3 continuous months of service which includes time spent as a Locator as set forth herein; and provided that the former Locator is in an employment position in which regular employees receive floating holidays. Upon conversion to a regular employee, the prorated chart listed on p. 36 of the CBA shall be utilized in determining the number of floating holidays the former Locator is eligible for except that Locators who convert to regular service during the 4<sup>th</sup> quarter of the year shall be limited to 1 floating holiday.

### **PARENTAL LEAVE**

The parties agree Locators are eligible for parental leave pursuant to Article VI, Section 17 of the CBA on the same basis as regular employees.

### **UPGRADE PAY**

Locators are eligible for upgraded pay pursuant to Article VII, Section 3 of the CBA, if they are otherwise eligible under that provision.

### **ANNUAL INCENTIVE PLAN**

The parties agree that Locators are eligible for AIP for a given year if they are employed as of December 31st of such year and as of December 31st they have been employed for greater than three (3) continuous months of service as an employee whether that employment was as a Locator and/or a combination of Locator and regular employee. For calculation of a Locator's AIP bonus for a given year, the Company shall credit all consecutive temporary and/or regular service as of December 31st of such year.

The parties agree Locators will be offered coverage under the PPO + HSA medical and prescription drug plan option with material plan terms that are substantively identical to the plan option that is offered to other employees. Locators are not eligible for Dental, Vision, Hearing, Group Life/ accidental death and dismemberment, Mutual Benefit Association (MBA) membership, non-occupational short-term disability, or flexible spending account benefits. Currently, such benefits are subject to change by the Company provided the changes are made for all other bargaining unit employees in accordance with the CBA and not just limited to employees covered by this Agreement.

**Retirement Benefits under the Exelon Employee Savings Plan (the “ESP” or 401(k))” and a cash balance pension plan (replacing service annuity plan).**

The parties agree that Locators are eligible to participate in these plans consistent with the terms of those plans, and in compliance with the Internal Revenue Code and ERISA.

**UNION MEMBERSHIP & OTHER CBA RIGHTS:**

Locators hired for the Locate Pilot will, as a condition of employment, join the Union after their thirtieth (30<sup>th</sup>) day of employment. Upon presentation of a written check-off authorization form for the Locators, the Company shall make deductions of Union dues as provided in Article II, Section 7 of the CBA.

Per the CBA, Article III does not apply to Locators unless otherwise specified under this Agreement. Locators will be eligible to apply for other open Company positions after ten (10) months of performing locate services; although the Company reserves the right to limit the number of Locators that can accept other positions and/or to delay the release of any successful candidate from their Locator position based on the Company's assessment that such release may negatively impact the Locate Pilot.

In the event the Company notifies the Union in writing of its intention to cease inhouse suburban locating services, the Company will allow Locators (regardless of duration of time performing locate services) to apply for open positions starting 30 days prior to the announced locating services termination date. Locators in good standing following their notification by the Company of layoff due to termination of the Locate Pilot will be given priority consideration for rehire (meaning that Locators who apply for open positions for which they qualify will be considered in priority order over outside applicants) for a twelve (12) month period following their layoff due to termination of the Locate Pilot. Eligible Locators must meet all qualifications, requirements, assessments and applicable testing and training requirements for hire into to any open Company positions.

Locators will not be entitled to Valtin overtime opportunities during the Locate Pilot, nor will any work performed by Locators under this Agreement entitle any other bargaining unit employee or group to bypass overtime for the term of the Locate Pilot. All applicable Valtin and Like for Like Hours distribution for all affected work groups is status quo throughout the Locate Pilot.

Locators will be considered their own work group for purposes of overtime distribution, ARCOS callouts, and/or exchange of shifts.

Applicable provisions of the CBA regarding inclement weather and contracting of work shall not apply to Locators during the Locate Pilot.

There shall not be any restrictions on management performing the work of bargaining unit employees related to training and assisting with OJT.

### **MISCELLANEOUS**

This MOU does not waive or limit any rights the Company may otherwise have pursuant to the ICC Final Order, including any right to implement, adjust or terminate the Locate Pilot; nor does this MOU require the Company to perform work or continue the Locate Pilot on terms not specified by the ICC Final Order. ComEd reserves the right to amend the Locate Pilot as reasonably necessary to meet any timeline, budget or other term of the ICC Final Order. The Company reserves the right to extend or discontinue the performance of any suburban facility locating services at its sole discretion following conclusion of the Locate Pilot with prior notice to the Union.

### **DURATION**

This MOU is effective from its date of execution through the end of demobilization following termination of the Locate Pilot. This MOU may only be extended by mutual written agreement of the parties for a designated duration.

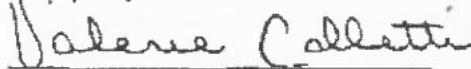
This MOU is non-precedent setting and applies only to Temporary Employees hired into the Locator job classification pursuant to the Locate Pilot. Neither this MOU nor Locate Pilot creates any rights, precedent or past practice for employees or other individuals not directly participating in the Locate Pilot. Performance of work by Locators during the Locate Pilot serves as neither confirmation nor denial that such duties are O&C work or exclusive to bargaining unit employees for any other purpose. Neither the Locate Pilot nor this Agreement set a precedent and are without prejudice to any course of action either party may pursue in the future.

This MOU amends the terms of the CBA between the Company and the Union only to the extent such terms are specifically referenced and amended by this MOU. All other terms of the CBA remain in full force and effect. This MOU is made in the interest of maintaining good labor relations and the Union agrees not to grieve the creation of the Locator position



or use of Locators to perform work as provided for by this Agreement. The Company and Union shall utilize their best efforts in good faith to amicably resolve all disputes that may arise during the Local Pilot to avoid unnecessary delay or nonconformance with the ICC Final Order.

Company:

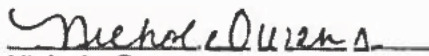


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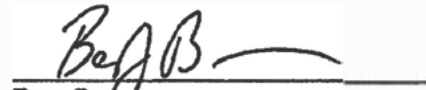
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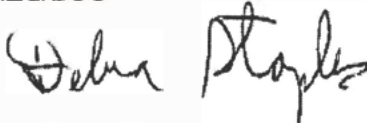
Ben Busser  
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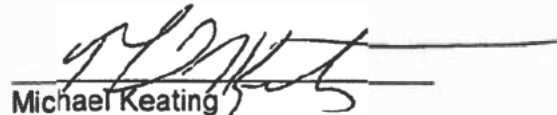
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Date: 9-12-24