



**Collective Bargaining Agreement  
And  
Supplement to Collective Bargaining  
Agreement between  
Commonwealth Edison Company  
& Exelon Business Services Company  
and  
IBEW Local 15**

**October 1, 2013 to September 30, 2019**



**Exelon®**



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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
EXELON BUSINESS SERVICES COMPANY  
COMMONWEALTH EDISON COMPANY AND  
LOCAL UNION 15 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

**PREAMBLE**

This Agreement is made by and between Exelon Business Services Company and Commonwealth Edison Company (collectively "the Company") and Local Union 15 (hereinafter called the "Union") of the International Brotherhood of Electrical Workers (hereinafter called the "Brotherhood"). This Agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority or regulatory body, including but not limited to the Illinois Commerce Commission, and except in cases of liquidation or condemnation or sale or transfer (i) to any entity which has the authority to initiate condemnation proceedings, or (ii) pursuant to any right granted prior to the date hereof, in the event of a sale or transfer of one (1) or more of the Company's generating stations and/or business units, to another person, company, corporation, or firm during the term of this Agreement, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement. This paragraph shall not apply with respect to any generating station which was the subject of a sales agreement entered into before the date of this Agreement. The parties hereto agree with each other as follows:

**ARTICLE I  
Representation and Recognition**

1. The Union, having been certified by the National Labor Relations Board as the bargaining agency for certain employees in the bargaining unit defined as the Commercial Physical and Clerical workers is



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hereby recognized by the Company as the exclusive bargaining representative for all employees in such unit.

2. The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof.
3. The Company recognizes authorized representatives of the Brotherhood and the Union as the representatives of the Union.

### **ARTICLE II Union-Company Relationship**

1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.
2. In the election conducted by the National Labor Relations Board, the Union has been duly authorized to make the agreement set out in this Section. In the interest of cooperation and harmonious relationship, the Company and the Brotherhood agree that:
  - (a) All regular employees, other than guards, who on August 1, 1946, were members of the Brotherhood, and all employees, other than guards, who become members after that date, shall as a condition of employment, maintain their membership in the Brotherhood during the term of this Agreement. The Union, the Brotherhood, their officers, and their members, shall not intimidate or coerce employees into joining the Brotherhood.

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- (b) All persons, other than guards, hired after July 31, 1946, shall as a condition of employment, join the Brotherhood within ninety (90) days after date of employment and maintain membership in the Brotherhood during the term of the Agreement.
  - (c) The Brotherhood will accept into membership any present employees and all persons hired after July 31, 1946, upon reasonable terms and conditions. Employees in job classifications, deemed by the parties to perform the functions of guards, were excluded from participation in the above mentioned election conducted by the National Labor Relations Board.
3. The Company agrees that during the period of this Agreement, there shall be no lockout of members of the Union. The Union, its membership, individually and collectively, agree that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.
  4. There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents, against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union. The Union, or its agents, will not solicit members, engage in organization work, or any other Union activities, during the working time of employees, except as provided in Article VIII of this Agreement.
  5. Neither the Company nor the Union through their officers, members, representatives, agents, or committees, shall engage in any activity of any

kind for the purpose of defeating or evading the terms of this Agreement.

6. Posting of official Union notices on Company property shall be permitted and definite space shall be allotted for this purpose.
7. Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for a period of one (1) year, or until the termination of the current Agreement between the Company and the Union, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the employee to the Company and the Union, not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Agreement between the Company and the Union, whichever occurs sooner.

**ARTICLE III**  
**Seniority, Promotions, Transfers, Layoffs,**  
**Reemployment**

1. This Article shall apply to those carried on the payroll as "regular" employees full-time and part-time, and shall not apply to those carried on the payroll as "temporary" employees. Regular employees are engaged without time limitation. Temporary employees are engaged for work which, it is anticipated, will continue for a limited period in jobs which will not result in loss of regular employment for regular employees.

"Part-time regular employees" shall apply to those employees scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. The scheduling of part-time Customer Service Representatives shall be based upon a minimum of eight (8) hours per week, and a maximum of thirty-two (32) hours per week. It is further agreed that these employees shall be scheduled a minimum of 1,040 hours annually, and may be scheduled up to a maximum of 1,664 hours annually.

2. A new employee, other than one classified as temporary, shall be termed a "probationary" employee. The probationary period shall be three (3) continuous months. A probationary employee may be discharged any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of Article VIII. Upon completion of the probationary period, the employee shall be placed on the applicable seniority list as a regular employee and immediately credited with the seniority and service that accumulated during the probationary period.
3. Length of employment in the Company shall be "service." Length of employment in a particular job classification within the Commercial Physical department within the Company shall be "seniority." Service and seniority will be in accordance with the Company's records, but cannot include time spent in the Company prior to a break in service that has not been joined. If two (2) or more employees are promoted to the same job classification on the same date, their seniority order in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted.

Seniority in a Clerical job classification within the Company shall be based upon promotional service date. Promotional service date shall be in accordance with the Company's records and shall include only service spent in Clerical job classifications and not Company service spent prior to a break in service which has not been joined or time spent in a production or maintenance job classification.

4. During the term of this Agreement, the Company will semi-annually supply to the Union lists showing seniority and service of regular Commercial Physical employees. These lists shall show, by promotional series and job classification, the following: (a) employee's name; (b) seniority; (c) service. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

In addition, during the term of this Agreement the Company will semi-annually supply to the Union, lists showing the job classification and promotional service date of regular Clerical employees. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

5. Bi-weekly the Company will inform the Union of personnel changes that affect the respective Commercial Physical and Clerical seniority lists.
6. A job classification shall be "higher" when it carries a higher schedule maximum. "Promotion" shall mean advancement to a higher job classification.

7. In cases of promotion to higher job classifications within the bargaining unit, the factors to be considered shall be ability and seniority for Commercial Physical employees and ability and promotional service date for Clerical employees. Where the ability of the employees under consideration is substantially equal, the employee highest on the applicable list will be the one promoted. In case of promotion, if the employee who is highest on the applicable list is not selected, the employee shall be informed by the Company of the reason why they were not promoted. The Union will be furnished the names of employees not promoted in accordance with the above. Eligibility for promotion will be in accordance with the attached Exhibit B, except as hereinafter provided.
8. When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists (Exhibit B), the Company shall post a notice on bulletin boards, for a period of ten (10) calendar days, excluding Sundays and holidays, announcing the open position. (The entrance job classifications referred to are those indicated on the promotional list, Exhibit B.) Employees desiring to be considered should make written application setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no grievance.
9. If no qualified employee is available for the vacancy or newly created job classification in the Commercial Physical or Clerical promotional series, either from the next lower job classification in the promotional series, or as a result of the bidding procedure, then the Company may select any employee, or hire someone to fill such job after notifying the Union.

10. In the event an employee chooses not to accept a promotion or transfer, it shall have no effect on their future opportunities for promotion.
11. An employee who is promoted shall be given not more than a ninety (90) day training and qualifying period for determination as to whether or not the employee can meet the job requirements. If it is decided the employee is not competent to perform the work of the new job classification, the employee will be transferred back to their former job classification. Commercial Physical employees shall have included in their seniority the time spent in the higher job classification and Clerical employees will continue to maintain their promotional service date.
12. The Company will afford the senior employee in a job classification a reasonable opportunity to be trained for the next higher job in their promotional series to the extent that the Company finds it practicable to provide such training taking into account the job requirements and working conditions involved. This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any particular time.
13. When a Commercial Physical or Clerical employee is temporarily assigned to other work, the employee's seniority or promotional service date will continue to accrue in their regular job classification.
14. When filling a vacancy in an existing or newly created management job classification by promoting from the bargaining unit, the Company will post a notice on bulletin boards in the division affected for a period of ten (10) calendar days,

excluding Sundays and holidays, announcing the open position. Employees desiring to be considered should make written application setting forth their qualifications. Before the promotional appointment is made, the Company will discuss the matter with the Union. The provisions of this Section shall not be subject to the provisions of Article VIII.

15. Whenever, by reason of the workload, the Company contemplates a layoff, the Company will negotiate with the Union to formulate a program for spreading the work, moving employees from one group or department to another, or other appropriate action as provided for in the Seniority Agreement dated February 19, 1996. Should the Company and the Union be unable to agree upon such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply:

When a reduction in force is necessary, temporary and probationary employees will be laid off first.

#### **Reduction in Force – Clerical**

To identify the actual employees in job classifications to be affected by a work force reduction, the following actions will be taken:

- A. Seniority for Clerical employees specific to the layoff process will be established within three (3) respective business unit groups as follows:
  - Nuclear Clerical employees
  - Commercial Clerical employees
  - Business Services Clerical employees



- B. Promotional service date in each of their respective business unit groups above will determine which employees shall:
- 1) Be transferred or demoted to the next lower job classification within their respective business unit group in which they previously had performed the work; or,
  - 2) Be demoted to the next lower job classification within their respective business unit group, provided they are able to perform the work.
  - 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain their right to recall as defined in this Article.
  - 4) An employee laid off as a result of the application of number 3) above who is not recalled within the provisions contained in this Article within two (2) years shall have no further rights to reemployment.
    - (a) Employees recalled after a layoff, returning to a location other than the one the employee left as a result of the layoff, will remain eligible to be recalled to their layoff location until he / she rejects a position at his / her former classification and location.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the work force

reduction steps described in A and B above, employees in the entry level job classifications, Entry Clerk, Office Service Representative, and Office Service Specialist, will be merged across business unit groups into one (1) list and their respective service dates will govern. If the required number of layoffs necessary is not achieved at these entry levels, the process would then involve employees in other job classifications within the business unit group(s) implementing the downsizing effort based upon seniority in their individual promotional series.

- D. Management will determine the need to rebalance the work force across business units, as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

### **Reduction in Force - Commercial / BSC Physical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

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- A. Management will identify the number of employees by job classification whose positions have been eliminated.
- B. Employees who are lowest on the seniority list within the job classifications identified will be demoted to available positions in the next lower job classification within their promotional series provided the employee had previously held seniority in that job classification.
- C. Employees who have not held seniority in a lower job classification within their promotional series or are in the lowest job classification within their promotional series will be demoted and allowed to displace employees in identified available positions in the following job classifications:

Fleet Assistant  
Helper, Construction  
Helper, Stockroom  
Meter Reader

Displacement of employees in the above job classifications by demoted employees will be based on Company service provided the demoted employee meets the minimum qualifications of the position. Minimum qualifications will be defined as previous experience in the job classification or meeting the entrance testing requirements of the position.

- D. Employees who are demoted and do not meet the minimum qualifications of the classifications identified above or have lesser service and employees who are displaced by demoted employees will be subject to layoff.

- E. Management will determine the need to rebalance the work force as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing, provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access, and the Company's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.
16. When employees are being laid off on account of lack of work in one department and additional employees are being hired in another department, the Company shall consider the employees being laid off for employment in the other department, provided they are qualified to perform the work and there are no former employees of that department who must be offered the jobs in accordance with the provisions of this Agreement.
17. Should there be a reduction in force, the employees who are the Vice President, Recording Secretary, Treasurer, and Chief Stewards of Local Union 15, shall continue at work as long as there is a job in their own department, in job classifications covered by this Agreement which the Officers or Chief Stewards are qualified to perform. In any such case the employee whose work the Officers or Chief Stewards are qualified to perform shall replace an employee of less seniority, except that employees who have returned from military service shall not be so replaced for a period of one (1) year following their return to Company employment.

The Union shall inform the Company in writing of the names of these Officers and Chief Stewards.

18. (a) Eligible employees or former employees who have because of lack of work been demoted, transferred, or laid off shall be recalled in accordance with the provisions of this Section before a vacancy is filled by the promotion, transfer, or hiring of an employee who is not eligible for recall. Employees or former employees will remain eligible for recall until he / she accepts or rejects a position at his / her former classification and location.
- (b) If the vacancy to be filled is in an entrance job classification, employees or former employees who are eligible for recall and have seniority in that promotional series shall, if they meet the job requirements, be offered the job in the order of their service. If the vacancy is not filled in this manner, eligible employees or former employees who have seniority in any job classification within the department shall, if they meet the job requirements, be offered the job in the order of their service except that no employee presently on the payroll of the department in which the vacancy occurs will be offered a recall to an entrance job classification in their present department, unless such offer is to a promotional series from which the employee has been removed because of lack of work.
- (c) If the vacancy to be filled is other than an entrance job classification, employees or former employees who are eligible for recall shall, if they meet the job requirements, be offered the job in the order of their seniority, provided:

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- 1) It is a job classification from which the employee had been laid off, transferred, or demoted because of lack of work; or,
  - 2) It is a job classification within their former promotional series which is not higher than the job classification in that series that the employee held prior to demotion, transfer, or layoff because of lack of work; or,
  - 3) It is a job classification within the same promotional series in which the employee still retained seniority, although not one from which the employee was directly laid off, transferred, or demoted because of lack of work.
- (d) If a laid off employee is to be offered a vacancy in accordance with the provisions of this Section, notification shall be sent to the employee at the latest mailing address supplied the Company, or given to the employee personally, and a copy of the notification shall be sent to the Union. If the employee wishes to accept the job offered, they shall so notify the Company within six (6) calendar days, excluding Sundays and holidays, after such notification was mailed or given to the employee and shall report for work within twelve (12) calendar days, excluding Sundays and holidays, of the date the notice was mailed or given to the employee.
- (e) A laid off employee, re-employed in accordance with the provisions of this Section shall be credited with the service

which they had accumulated as of the date of their layoff.

- (f) The seniority of employees recalled shall be determined in accordance with the rules governing the computation of seniority.
  - (g) An employee returned to their former job classification in accordance with the provisions of this Section shall be paid the rate of pay they formerly received in that job classification, or if there has been a change in rate of pay schedule, the rate which corresponds to their former rate of pay taking such change into consideration.
  - (h) If an employee does not accept a job offered in accordance with the provisions of this Section, they need not be notified of subsequent vacancies.
  - (i) Nothing in this Section shall prevent the hiring of new employees or the use of present employees to fill the job temporarily until the laid off, transferred, or demoted employee can be obtained.
19. An employee who declines employment into a position outside the department from which the employee was laid off shall retain the right to recall as defined in this Article.
20. In addition, as a result of the application of the layoff provisions contained in this Section, employees eligible for recall, may be offered the opportunity subsequent to being laid off to accept entry level positions in the event hiring is taking place in other departments in which the employee is not subject to recall provided they are qualified and there are no former employees of that

department who must be offered the jobs in accordance with the provision of this Article.

21. In case of demotion of a Commercial Physical or Clerical employee other than "reduction in force", if the employee is returned to a job classification in which they previously had seniority or promotional service date, the employee shall assume in it the seniority or promotional service date they had accrued in such job classification plus that accumulated in the higher job classification. If the employee is demoted to a job classification in which they did not previously have seniority, the employee shall assume in it the seniority they accumulated in the higher job classification.
  
22. Any employee who is transferred from a position within the Bargaining Unit to a position outside of the Bargaining Unit shall, after a ninety (90) day period, cease to accumulate seniority or promotional service as of the date of their transfer.

Where an employee is demoted or transferred at their own request to a job classification outside their promotional series but within their present department, the employee shall start in their new job classification with zero seniority, unless the employee has seniority in the new promotional series because of previous employment in that promotional series. In such a case, the employee shall retain the seniority they previously accumulated in the same, equivalent, or higher job classifications in the new promotional series, but shall not be credited with the seniority that they had in the job classification from which they demoted or transferred.

If an employee had not previously been employed on work included in the Bargaining Unit, the employee shall not be returned to a job



classification in the Bargaining Unit unless by mutual agreement.

23. In the case of a regular employee who has given long and faithful service and who is unable to carry on their regular work to advantage, the Company will attempt to place such employee on work which the employee is able to perform. In such cases, the other provisions of this Article shall not apply and the employee shall be accorded seniority in their new job equal to that which the employee had in the job classification they left, if the employee is transferred to an equal or lower job classification.
24. Any regular employee on a military leave of absence shall, upon reemployment, have the period of their absence added to the service the employee had at the time of their entry into military service.

The Company and the Union will jointly determine what seniority or promotional service date and position must be given a returning veteran to comply with the Universal Military Service and Training Act. If they cannot agree or if their decision is disputed by the veteran or any official having responsibility for the administration of the Act, the Company and the Union will follow the advice or ruling of the local office charged with responsibility for the administration of the Act, or any higher official to whom the veteran, the Company, or the Union appeals unless the Company and the Union agree to contest such advice or ruling. The Company may make adjustments in positions and seniority necessary to reflect the seniority or promotional service date and position given the returning veteran pursuant to the above provisions.

25. A regular employee who may be elected or appointed to an office in the Brotherhood, or Union covered by this Agreement, whose election or

appointment requires their absence from duty with the Company, shall be granted a leave of absence without pay for the employee's term of office and they shall continue to accumulate seniority and service throughout such term of office and shall, upon expiration of their leave of absence, be reinstated in accordance with their seniority provided the employee is physically qualified.

26. An employee with five (5) or more years of Company service who is unable to perform their regular work to advantage because the employee was injured while at work for the Company, will be given preferential treatment and transferred to a job within their capabilities. Such an employee will be allowed to advance in the regular manner to the maximum of their job classification at the time of the transfer. However, future general changes in wage rates will be applied to the transferred employee in the same manner as to other employees in the job classification which the employee is in at the time of such general wage change. In such cases the provisions of Article III of the CBA shall not apply and the employee shall be accorded seniority in their new job classification equal to that which they had in the job classification they left if they are transferred to an equal or lower job classification.
27. A reasonable number of engineers or other employees with special experience or training may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this Agreement nor shall their employment affect the status of other employees covered by this Agreement.

**ARTICLE IV**  
**Hours of Work, Overtime, and Holidays**

1. The basic workweek shall normally consist of five (5) regularly scheduled basic workdays within the workweek. Normally there shall be two (2) regularly scheduled, consecutive days off. Neither of these two (2) days shall be considered as part of the basic workweek even though an employee is scheduled to work on either or both of these days. The basic workday shall normally consist of eight (8) hours of work which shall be consecutive except when time out for a meal is scheduled, but presently established exceptions to the basic workday of eight (8) hours shall be continued in effect unless changed in accordance with the provisions of this Agreement.
2. For the purpose of timekeeping, a workweek shall begin and end at midnight, Sunday night.
3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the basic workday hours are worked. If the hours of a basic workday are evenly divided between two (2) calendar days, the basic workday shall be allocated to the date on which the basic workday ends.

If, because of the application of this Section, two (2) basic workdays are allocated to the same calendar day, straight time shall be paid for the basic workday hours of both basic workdays.

Overtime shall be allocated to the calendar day on which it is worked.

4. An hourly premium will be paid for the hours specified in this Section. Such premium shall be equal to 5.25% of the "A rate of pay" as computed on the effective date of the general wage increase.

Future adjustments will be made in the same manner on the effective date of any general wage increase.

	“A” Rate	Shift Premium
4/1/2014	44.46	2.33
4/1/2015	45.57	2.39
4/1/2016	46.71	2.45
4/1/2017	47.88	2.51
4/1/2018	49.08	2.58
4/1/2019	50.31	2.64

NOTE: Computations will be rounded to the nearest cent.

- (a) If an employee's basic workday begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of Article IV.

**Illustrations:** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., is called in two (2) hours early, the employee receives no premium.

If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., continues at work for an additional shift from 3:00 p.m. to 11:00 p.m., the employee receives no premium for this additional shift.

If an employee, whose regular shift on a basic workday is from 3:00 p.m. to 11:00 p.m., is called in two (2) hours early, the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00

a.m., is required to continue at work for an additional shift from 7:00 a.m. to 3:00 p.m., the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., works two (2) hours overtime, the employee receives the premium for all hours worked.

- (b) If on an employee's regular day off, the employee is required to work as a part of their established work schedule and the work period begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.

***Illustrations:*** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., has an established work schedule on their days off from 3:00 p.m. to 11:00 p.m., the employee receives the premium for the hours worked.

If an employee, whose regular work schedule is from 3:00 p.m. to 11:00 p.m., has an established work schedule on their days off from 7:00 a.m. to 3:00 p.m., the employee does not receive the premium for the hours worked.

- (c) If all of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium for all hours worked on their regular days off during the same week as defined in Section 2 of Article IV.

**Illustrations:** If an employee, whose regular schedule throughout the basic workweek is from 7:00 a.m. to 3:00 p.m., is called out on a day off, the employee does not receive the premium regardless of the hours of the call-out.

If an employee, whose regular schedule throughout the basic workweek is from 3:00 p.m. to 11:00 p.m., is called out on a day off, the employee receives the premium regardless of the hours of the call-out.

- (d) If some, but not all, of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium on regular days off for all hours worked during a work period which begins before 6:00 a.m. or ends after 8:30 p.m.

**Illustrations:** If, during an employee's basic workweek, they work a day shift one (1) day or more and an afternoon or night shift one (1) day or more and then is called out on their day off:

- (1) If the employee's call-out period begins before 6:00 a.m. or ends after 8:30 p.m., the employee receives the premium for the hours worked.
- (2) If the call-out period begins after 6:00 a.m. and ends before 8:30 p.m., the employee does not receive the premium for the hours worked.
- (e) If, under the conditions specified above, the premium is to be paid for hours that are compensated at an overtime rate, the

applicable overtime rate shall not be applied to the current hourly premium.

5. A regular employee who is scheduled to work on Sunday as a basic workday shall be paid a premium of 25%, computed upon the basis of the employee's basic hourly rate of pay, for the hours worked during such basic workday; provided, however, that if any overtime rate shall be applicable to such hours, no Sunday premium shall be paid for such hours.

For work on Sunday, which is not a part of a basic workday, no Sunday premium shall be paid, but the appropriate overtime rate, computed upon the basis of the basic hourly rate of pay, shall be paid.

6. "Shift" work is that which regularly operates twenty-four (24) hours a day, seven (7) days per week, including Sundays and holidays. An employee who is assigned to such work shall be designated as a "shift" employee.

"Semi-shift" work is that which regularly operates in varying degrees during the day or night including Sundays and holidays. An employee who is assigned to such work shall be designated as a "semi-shift" employee while so assigned. The number of "semi-shift" employees and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

All other work shall be classified as "non-shift" and an employee assigned to such work shall be designated as a "non-shift" employee. A "non-shift" employee shall not have Sunday scheduled as a basic workday.

An employee may be changed from one to another of the above categories upon adequate notice as defined in Section 12 of this Article.

It is recognized that, because of differences in operating requirements, some job classifications may cover more than one of the types of work listed above.

7. Regular work schedules of the basic workweek shall be arranged equitably within each work group where it is applicable, and within the limits of reasonable operating procedures, days off shall be rotated. These schedules shall be posted in advance. If a schedule is unsatisfactory, it will be brought to the attention of the Company and a change will be made, if possible, within the limits of reasonable operating procedures.

Posted shift schedules shall be arranged in such a manner that an employee's basic working hours shall be the same for at least three (3) consecutive basic workdays. Changes from the posted shift schedule shall be made in accordance with Article IV, Section 12 of the Collective Bargaining Agreement.

8. Upon written request of the Union, the Company will establish a rotating schedule in any specified work group that has more than one (1) schedule of working hours per day.
9. To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight (8) hours off between leaving one (1) shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established rotating schedule.
10. With the consent of their immediate supervisor, employees shall have the privilege of exchanging shifts within the same workweek, by individual arrangement, provided the change can be accomplished without additional cost to the



Company and without violation of any applicable laws or governmental regulations.

11. Presently established daily working hours of the basic workweek will be continued in effect unless changed in accordance with the provisions of this Article.
12. 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 the new schedule.

Similar notice shall be given prior to a change in the daily working hours of the basic workday. If such notice has not been given, or if a change in scheduled working hours is for less than three (3) days, then the employee shall be paid at the overtime rate on the first basic workday of the new schedule for those hours worked outside their previously scheduled hours.

Forty-eight (48) hours notice shall be considered to have been given if the employee is notified of the proposed change before the employee is released from duty on the second day preceding the change.

13. Overtime shall be paid at the rate of time and one-half for all hours worked outside of the scheduled hours of the basic workweek, except that:
  - (a) On holidays, time shall be paid in accordance with the provisions of Section 24 of this Article.
  - (b) Double time shall be paid for all overtime hours that are allocated to the calendar day of the employee's second regular day off in a week as defined in Section 2 of Article IV.

- (c) Double time shall be paid for extended periods of work as defined in Section 15 of Article IV.

Overtime shall be computed to the nearest one-half hour.

- 14. An employee shall not be required to take time off during basic workdays in lieu of overtime worked or to be worked. However, this shall not prevent changes in scheduled working hours or workdays in accordance with the provisions of Section 12 of this Article.
- 15. An employee who has worked overtime shall be entitled to a rest period as follows:
  - (a) An employee who has worked sixteen (16) hours continuously, or more than eight (8) hours overtime, in the sixteen (16) hour period immediately preceding the employee's basic workday shall, upon release, be entitled to an eight (8) hour rest period before the employee returns to work.
  - (b) If a rest period extends six (6) hours or more into a basic workday, the rest period will continue, providing operating conditions permit, for the balance of that basic workday and the employee shall lose no time thereby.
  - (c) Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than two (2) times the basic hourly rate of pay until released from duty.
  - (d) If a rest period, under the provisions of this Section extends into a basic workday, the employee shall lose no time thereby.

- (e) Employees shall be released for paid rest when no more emergency related work exists to be dispatched or until employees have worked sixteen (16) hours.
- 16. An employee ordered to remain at a specified location, awaiting a call for emergency work outside scheduled working hours, shall be paid at the applicable rate until released.
- 17. As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees.
  - (a) The employee with the least amount of cumulated overtime hours within the overtime work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.
  - (b) When overtime is improperly assigned to an employee outside the proper work group or job classification, the Company shall return the equivalent amount of overtime to the work group or job classification by affording the bypassed employee with the least amount of cumulated overtime the opportunity to work an equivalent amount of overtime on work which would not be done on an overtime basis. The opportunity shall be made available within thirty (30) days. Such makeup overtime will not conflict with

the individual's right for overtime in their own classification.

- (c) When an employee is improperly bypassed in the assignment of overtime and the overtime is assigned within the proper overtime work group or job classification, the Company by subsequent overtime assignments shall afford the employee who should have received the overtime assignment the opportunity to regain the number of overtime hours lost on the overtime list. Such subsequent overtime assignments shall be subject to the overtime lists as adjusted bi-weekly. If the employee does not regain the number of overtime hours lost on the overtime list within two (2) bi-weekly posting periods, the employee will be afforded the opportunity to work overtime hours equivalent to the remainder of the hours missed, on work which would not be done on an overtime basis. This opportunity will be made available within thirty (30) days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.
  - (d) Lists of cumulated overtime for the calendar year shall be posted bi-weekly on bulletin boards and shall be used as the basis for overtime distribution for the period of their posting. These lists shall show the equivalent number of straight time hours paid.
18. An employee called back (with or without previous notice) for work at any time outside of their regular work schedule shall be paid a minimum of two (2) hours straight time pay and a call-back allowance of two (2) hours straight time pay. If pay for the time worked at the applicable overtime rate

exceeds two (2) hours straight time pay, the employee is to be paid at the applicable overtime rate for the hours worked and, in addition, will be paid the call-back allowance of two (2) hours at straight time, unless the time worked on a regular day off or holiday (with previous notice) amounts to eight (8) hours or more, in which case no call-back allowance shall be paid.

If an employee is called back more than once between two (2) consecutive scheduled work periods, their pay and call-back allowance for such intermittent work shall not be more than the employee would have received had the employee worked continuously from the starting time of the first call-back until the quitting time of the last call-back.

An employee, who operates a Company-owned vehicle, which is kept at their home, shall in case of a call-back be given a call-back allowance on the above basis.

An employee shall not be considered to be called back when the employee works overtime which, without interruption except time out without pay for a meal, immediately follows a regular work period.

This Section shall not apply to overtime work that is a part of established work schedules.

19. When an employee reports for work at their regular daily starting time in accordance with the employee's then existing regular work schedule for basic workdays, and in condition to perform their work, the employee will be provided with work in their classification, or other work, during the hours of their work schedule for that day. Similarly, when an employee reports for scheduled overtime work on other than their basic workdays and in

condition to perform their work and if such work is not available, the employee will be paid a minimum of four (4) hours at straight time. All this shall not serve to modify the rights recognized to be in the Company as provided in Section 1 of Article II.

20. Employees required to report for work at a Company headquarters shall travel from Company headquarters to their work locations on Company time. If such employees are required to provide their own transportation from a Company headquarters to their work location, the employee will be reimbursed for the cost of such transportation.

Employees required to report directly to a work location within their working area shall travel to such work location on their own time and at their own expense.

21. During the regularly scheduled working day, there shall be a regularly scheduled meal period not to exceed one (1) hour, except for employees whose work requires them to be on duty eight (8) hours consecutively, in which case they shall eat at their work locations.
22. When an employee is required by the Company to delay their scheduled meal period for more than one (1) hour, the employee shall be paid a premium equal to one-half their straight time rate from the beginning of the employee's scheduled meal period until the employee is permitted a meal period, or until the end of their straight time hours, or until the employee has worked eight (8) continuous overtime hours from the beginning of an overtime period, whichever is sooner.

23. (a) An employee who is required to work overtime shall be eligible for a meal or a meal money allowance:
1. After working two (2) hours immediately preceding or two (2) hours immediately following a basic workday. Overtime shall be considered to be immediately preceding or following a basic workday even though the employee has time out without pay for a meal; or
  2. After working ten (10) hours on a regular day off or on a holiday when the employee was given at least eight (8) hours advance notice that the employee was to work overtime on that day. The employee will not be eligible if the time worked is eight (8) hours but less than ten (10) hours. An employee working less than eight (8) hours of such overtime shall be covered by Paragraph (a) 3 of this Section; or
  3. If the overtime does not come under the provisions of Paragraphs (1) or (2) above but the time worked is two (2) hours or more and extends through or is recorded as ending at 12:30 a.m., 6:30 a.m., 12:30 p.m., or 6:30 p.m.
- (b) If the overtime continues, an employee shall be eligible for another meal or meal money allowance at the end of each subsequent five (5) hours of overtime worked after the employee is eligible for their first meal or meal money allowance.
- (c) If an employee is eligible for a meal or a meal money allowance and can be released

for a meal, the employee shall be given an allowance of \$10.00 effective January 1, 2011, \$11.00 effective April 1, 2015, and \$12.00 effective April 1, 2017, and shall not eat on Company time. If the employee cannot be released from the job, the Company will give the employee a meal money allowance as outlined in the previous sentence or, when requested, will furnish a meal which shall be eaten on Company time.

**Suitable Meals.** The Company's (ComEd) approved meal amounts, when eating in an approved restaurant for overtime meals, will be the following: Breakfast \$12.55; Lunch \$12.55; and Dinner \$24.50.

- (d) The provisions of this Section shall not apply when the Company and the Union agree to overtime in connection with basic workdays in place of the employees working overtime on regular days off.
24. Each employee will be allocated four (4) floating holidays to be scheduled and observed on their basic workday. For timekeeping purposes, the floating holiday will be scheduled similar to an extra vacation day in accordance with the vacation provisions in Article VI.
- (a) Effective April 1, 2014, business conditions permitting, an employee may use up to four (4) existing floating holidays each year in half-day increments, provided the employee obtains prior approval from his / her supervisor.
  - (b) In the event there is a request(s) for a full-day of vacation/floating holiday by one (1) employee and a half-day floating holiday by another and the granting of both would



conflict with management's operational needs, the full-day request will take priority over the request for a half-day floating holiday.

- (c) Employees will provide reasonable advance notice in requesting a half-day floating holiday.
- (d) For those employees who work a modified schedule other than 8-hour/5-day work week, their floating holidays cannot exceed their 32 hour floating holiday allotment.

Newly hired employees are required to complete three (3) continuous months of service to be eligible for floating holidays in the year they are hired as follows:

<u>When</u>		<u>Eligibility</u>
First Quarter	01/01 through 03/31	4 Days
Second Quarter	04/01 through 06/30	3 Days
Third Quarter	07/01 through 09/30	2 Days
Fourth Quarter	10/01 through 12/31	*0 Days

\*Not eligible because probationary period extends through the end of the year.

In addition, the following days shall be recognized holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Whenever one of these holidays falls on a Saturday or Sunday, it shall be observed as follows:

- (e) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off;

- (f) On the following day, Monday, for employees for whom the Sunday upon which the holiday occurs is a regular day off;
- (g) On the Saturday or Sunday on which the holiday occurs for employees for whom such Saturday or Sunday is a basic workday;
- (h) On the preceding Thursday for employees for whom the Saturday upon which Christmas occurs is a regular day off; and
- (i) 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 reschedule an employee's basic workweek.

When a holiday is observed on an employee's basic workday, the employee may be given the day off and shall be paid at their basic hourly rate of pay for their scheduled hours.

However, when an employee works on a holiday which is observed on one of the employee's basic workdays, the employee shall be paid at their basic hourly rate of pay for the day and, in addition, shall be paid on the following basis for any hours which, in accordance with the provisions of Section 3 of this Article, are allocated to the holiday:

- (j) Time and one-half for any hours worked during the employee's regular schedule for that basic workday.

- (k) Double time for any hours worked outside of the employee's regular schedule for that basic workday.

When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, they shall be paid eight (8) hours of pay at the rate of time and one-half. However, if the employee works, they shall be paid, in addition, at the rate of time and one-half for the first eight (8) hours worked on their first regular day off, and double time rate for the first eight (8) hours worked on their second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

## **ARTICLE V Working Conditions**

1. The Company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the Union prior to being put into effect. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.

The Company and the Union will cooperate in the establishment of joint safety committees on a local basis. These committees will consist of an equal number of management appointed members and Union appointed members who will meet jointly at regularly scheduled intervals.

2. In the interest of safety, at the request of the employee involved, an employee may be accompanied by their Steward when the employee is called before a formal committee making an

investigation of an accident. This shall not apply to immediate on-the-job investigations of an accident.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company will include a representative, designated by the Union, as an official member of the committee.

3. Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in the case of emergencies or in the performance of essential duties recognized as work necessary to return customers to service, safeguard the general public or to protect the integrity of the electrical system.
4. The Company will continue its present practices in furnishing such tools, safety devices, and other equipment as are presently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.
5. When the Company requires an employee to be away from home overnight or longer, the Company shall provide necessary lodging and meals, and, if necessary, will advance the money therefor, and shall furnish the employee round-trip transportation plus travel time to and from their headquarters. The employee shall have the opportunity to return to their headquarters on days off and holidays not worked on the above basis.

6. If the Company, in writing, requires an employee to have a higher type of telephone service than the employee now has, the Company will reimburse the employee for the additional cost of the higher type of service.
7. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

It is the Company's objective to reduce the necessity for using outside contractors on work that is ordinarily and customarily done by our employees. Recognizing the Union's long-standing concern over the contracting out of work, management, where circumstances permit, will meet with designated Union representatives for the purpose of reviewing the various alternatives before deciding whether or not to contract out such work. Where time is a critical element in the job preventing a meeting from taking place, a designated Union representative will be notified regarding the need to contract out work.

Before deciding whether or not to contract such work, thorough consideration will be given to providing the opportunity for overtime to the work group involved either instead of or in conjunction with contracting. In addition, consideration will also be given to other alternatives to contracting which would permit greater utilization of Company employees, within the requirements of the work to be performed and other restraints such as the time within which the work must be completed.

The contracting of work shall not be construed for any purpose whatsoever as an abandonment by the Company of its right to have similar work done

now or in the future by the Company's own employees.

8. Management shall not do work of employees included in the bargaining unit except in emergencies or for instruction or training. However, this provision will not change the manner in which training is presently being performed.
9. The Company will discuss with the appropriate Business Representative, at least sixty (60) days prior to implementation, any planned departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new classification.

Should this discussion result in disagreement, the issue in dispute may be subject to the grievance procedure as provided in Article VIII. The filing of any grievance shall not delay the implementation of the planned change. Any final determination, which affects wage rates, shall be retroactive to the date of implementation.

#### **ARTICLE VI** **Vacations-Leaves of Absence**

1. In each calendar year, all regular employees who were on the payroll at the close of the last day of the preceding calendar year, shall be entitled to vacations with pay in accordance with the provisions of this Article.
2. A regular employee will be granted a regular vacation of two (2) calendar weeks and one (1) extra basic workday of vacation after the employee has completed their first year of service. Thereafter, the employee will be allowed a regular vacation of two (2) calendar weeks in each

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calendar year and extra basic workdays of vacation in accordance with the following:

Calendar Year in Which an Employee Completes the Following Years of Service	<u>Days of Vacation Allowed</u>		
	<u>Regular</u>	<u>Extra</u>	<u>Total</u>
1 to 4 inclusive	10	1	11
5 to 10 inclusive	10	5	15
11 to 14 inclusive	10	7	17
15 to 19 inclusive	10	10	20
20	10	11	21
21	10	12	22
22	10	13	23
23	10	14	24
24	10	15	25
25 and over	10	20	30

In the calendar year in which an employee retires, the employee will be eligible for five (5) extra vacation days.

If an employee is permitted to split their regular or extra vacation, the employee shall be paid for the same number of working days as the employee would have received if the employee had taken their regular and extra vacation continuously.

3. In case a holiday is observed on any day during a full week of an employee's regular vacation, an additional day off with pay shall be allowed for each such holiday. The provisions of Section 24 of Article IV shall apply to all other holidays observed while an employee is on vacation.
4. Regular and extra vacation must be completed during the calendar year in which they are due. However, an employee will be allowed to carry over up to five (5) unused regular or extra vacation days into the following year. Any regular vacation days carried over to the following year will be converted to extra vacation days.

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If an employee is hospitalized for forty-eight (48) hours or more while on a scheduled vacation, the remainder of that vacation beginning with the date of hospitalization, may be rescheduled later in that calendar year upon proper notification to the Company.

Should such hospitalization occur during a December vacation which was approved in accordance with Section 6 of Article VI, and cannot be rescheduled in that calendar year, the employee will be permitted to reschedule a maximum of one (1) week of the remaining vacation provided such vacation is taken during the first two (2) months of the succeeding calendar year.

5. An employee will be paid at their basic hourly rate of pay for the employee's scheduled basic workdays during their regular and extra vacation.
6. Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the regular and extra vacation shall be selected, in each work group, in accordance with service except that no extra vacation may be scheduled which would interfere with any employee's choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.



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Vacation schedules shall be posted on the appropriate bulletin boards not less than thirty (30) days in advance of the vacation period defined above.

7. For vacation purposes, a calendar week shall normally begin and end at midnight, Sunday night.
8. An employee's eligibility for vacation shall not be affected by a prolonged absence on account of illness, but only an employee on the active payroll may be given a vacation.

No extra time will be allowed because of illness during vacation, except as provided by Section 4 of this Article.

9. No unit of time less than one (1) day shall be counted as vacation time.
10. A regular employee who is retiring will be granted the option of the full unused vacation and unused floating holidays for which the employee is eligible during the current year before the employee is added to the Service Annuity Roll or to be paid for the same in a lump sum.
11. A regular employee, eligible for a vacation with pay, whose employment by the Company is terminated before the employee has the entire vacation to which the employee is eligible during the current calendar year, shall receive a vacation allowance equal to their basic hourly rate for the number of days for which the employee is eligible in excess of the number of days of vacation the employee has already taken during the current calendar year, and in the event of termination by death, such vacation allowance shall be paid to the beneficiary of the deceased employee's Group Life Insurance Policy.

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The vacation allowance provided in Article VI shall be reduced by any payment under similar or equivalent conditions by reason of any legislation or government orders providing for the payment of allowances to employees who leave the Company.

12. Upon proper notification, reasonable time off as required shall be granted to a regular employee in case of the death of the employee's father, mother, sister, brother, wife, husband, child, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent-in-laws, step-parents, or step-children. Normally not more than three (3) days of such time off between the death and burial will be granted without loss of basic hourly rate of pay or scheduled vacation time.

In addition, this provision will apply to the death of domestic partners or the death of their eligible children as defined by Company medical benefit dependent purposes (criteria listed below\*) or for such partners who have registered their civil union with the State of Illinois or their state of residence.

\* An adult of the same or opposite sex who is at least 18 years of age and who:

- Shares a residence with you;
  - Is in a committed personal relationship with you and has no such relationship with any other person;
  - Is not related to you by blood in any manner that would prevent marriage; and
  - Is not legally married.
13. A regular employee will be paid at their basic hourly rate of pay while performing jury service during the employee's basic workweek, but such pay shall not be allowed more than once in each

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calendar year. All fees received for jury service will be retained by the employee.

While on jury service, an employee shall be assigned to work on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.

14. A regular employee performing court service, other than jury service, under summons or subpoena will, upon notice to the Company, be paid at their basic hourly rate of pay for only the first day of such absence which occurs in the employee's basic workweek and will retain all court fees.
15. If a regular employee, upon notice to the Company, is absent during their basic workweek to serve as Judge or Clerk in a public election, under the jurisdiction of election officials, the employee will be paid the difference between their basic hourly rate of pay for that day and election pay, provided the former is the larger, and will retain all fees received.
16. A regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that the employee's service can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if an employee accepts employment elsewhere during such leave without consent of the Company, the employee shall be considered to have resigned.
17. The Company will provide two (2) weeks of paid parental leave for the adoption or birth of a child. This leave will be available for both mothers and fathers and will run concurrent with FMLA leave.

18. Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company, be granted leaves of absence without pay for sufficient time for this purpose.

## **ARTICLE VII**

### **Wages**

1. The wage rates for the period of this Agreement shall, subject to the provisions of Article IX, are those set forth in Exhibit A.
2. In all cases in which the scheduled maximum provided for in a given job classification in the attached Exhibit A is lower than the present rate of pay of an individual in that job classification, there shall be no reduction in the pay of the individual because of the adoption of the pay schedule.
3. When a qualified employee is temporarily assigned to and works in a job classification which is higher than their regular job classification, the employee shall be paid for that day at the minimum rate for the higher job classification, or at a rate based upon the employee's present rate plus eighty cents (\$.80) per day, whichever is greater. However, no adjustment will be made that would result in a rate higher than the schedule maximum of the job classification to which the employee is assigned.

A qualified employee who is temporarily assigned to, and works in, a management job classification, during their basic work day, will receive a pay upgrade equal to ten percent (10%) of their base pay for all hours (calculated on a daily basis) worked in the managerial job.

The management upgrade will be offered, first, to the most senior employee in the highest classification in the affected work group and will

proceed to the most junior employee in that classification. If no volunteers, the canvass will proceed in the same manner to the next highest classification in the affected work group until a volunteer is secured.

Assignments of four (4) hours or more in one (1) day shall be considered a full day under this Section. No payment will be made for such temporary assignments if they amount to less than four (4) hours in one (1) day.

When promoting an employee who has had extensive upgrading over an extended period of time, consideration will be given, at the employee's request, to allowing time credit in the higher job classification not to exceed two (2) time steps.

4. An employee returning from a military leave of absence, who is reemployed in their former job classification, or a job classification which is not higher than the employee's former job classification, shall receive the rate of pay provided for in the then existing time steps of the job classification, taking into account the time credit which had accrued when the employee left for military service plus the period of the employee's absence because of military service.

### **ARTICLE VIII**

#### **Stewards-Grievances-Arbitration**

1. There shall be a reasonable number of Stewards, covered by this Agreement, who shall be selected by the Union. Each steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one (1) Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.

2. Chief Stewards shall be selected by the Local Union. The Union shall furnish the Company with a list of the names of the employees selected as Chief Stewards.
3. Only regular employees as defined by Article III, Section 1 above, employed in the respective work groups they represent, shall be designated as Stewards or Chief Stewards.
4. It shall be one of the duties of the Stewards and Chief Stewards to attempt to adjust disputes or differences referred to them by any of the employees they have been designated to represent.
5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be settled through the grievance procedure.

It is the intent of the Company, Local Union 15, and the employees that timely filed grievances shall be settled promptly. A grievance is timely filed when submitted at Step 1 of this grievance process by the appropriate Local Union 15 representative in writing on the form adopted for such purpose to an appropriate management representative of the Company no later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware or reasonably should have become aware of the incident which is the basis for the grievance, whichever is later.

A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

### **Grievance Process Steps**

The dispute or difference shall be presented and first discussed by the employee concerned and the immediate Supervisor. The employee shall be accompanied by a Steward or a Chief Steward, if the employee so requests. Management shall respond within five (5) working days to the dispute as presented by the employee and Steward or Chief Steward. In the event that a dispute or difference cannot be resolved as a result of this discussion, a written grievance may be processed in the following manner:

#### **Step One - Local Investigation**

A local investigation and resolution of a grievance will be the responsibility of the Company and Union represented as follows:

##### **Participants:**

Local Union Representatives:

- One (1) Chief Steward or representative
- One (1) Steward or representative
- One (1) Grievant (optional) (If more than one (1) grievant is referenced on the grievance, only one (1) grievant will be permitted to participate in the discussion.)

Line Management Representatives:

- One (1) Department head level representative
- One (1) First Line Supervisor (optional)

Labor Relations/Human Resources:

- One (1) Labor Relations/Human Resources management representative

After discussion with the other party, the Company and Union shall identify their appropriate representatives at each location, site, or department. Either party may be accompanied by one (1) additional representative by mutual consent.

- (1) The Human Resources and Local Union 15 representatives will jointly arrange for meetings at times and places that are mutually agreed to by the persons involved.
- (2) Prior to meeting, Company and Union representatives shall meet individually, as soon as reasonably possible, and shall make a full and complete investigation of the facts related to the grievance. When mutually agreeable, the grievant may be present during those interviews. The grievant will not be a party to the disposition of the grievance nor is the grievant's concurrence required for the settlement of the grievance. The grievant does have the right to point out the existence of other facts or witnesses concerning the grievance.

Notwithstanding the foregoing prohibition, with the written consent of the Union's Business Manager, or designee, the members of the Local Investigating Committee may include the grievant where such employee is also the shop steward representing the department involved in the grievance. In this limited situation, the shop steward/grievant may be a party to the disposition of the grievance.



- (3) The grievance shall be met on, answered and forwarded to the Local Union within thirty (30) calendar days following its being timely filed. An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 1 grievance meeting. The Union will have thirty (30) calendar days from the date of receipt of the Step 1 answer to refer the grievance to Step 2 Business Unit Joint Grievance Committee, if not resolved.

**Step Two - *Business Unit Joint Grievance Committee***

A Joint Grievance Committee shall be established in each operational Business Unit. A Joint Grievance Committee will be composed as follows:

Local Union Representatives:

- Two (2) Business Representatives

Line Management Representatives:

- One (1) Manager (Department Vice President, Regional Director) from the specific business unit shall be in attendance.

Labor Relations/Human Resources:

- One (1) Labor Relations/Human Resources management representative

The Step 2 meeting will be conducted at the Commonwealth Edison Lincoln Center, Commercial Center (or agreed upon location) for grievances arising in Commonwealth Edison, and the general office headquarters for the Exelon Business Services Company where the grievance originated for grievances arising in the Exelon Business Services Company.

The Committee shall meet to consider the grievance at its second next regularly scheduled monthly meeting date after receiving the referral to the Step 2 Business Unit Joint Grievance Committee and report of the Local Investigating Representative.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 2 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 2 grievance within thirty (30) calendar days of the Step 2 meeting. Any referral to the Step 3 Review Committee must occur within thirty (30) calendar days of receipt of the Step 2 answer.

### **Step Three - *Review Committee***

The Review Committee shall be composed as follows:

Local Union Representatives:

- Two (2) Representatives appointed by the Business Manager including the Business

Manager, Senior Assistant Business Manager,  
and Officers of Local Union 15.

Line Management Representatives:

- One (1) Executive Level Operational Manager representing the Business Unit in which the grievance originated. If titles change, the appropriate level will remain the same or higher.

Labor Relations/Human Resources:

- One (1) Labor Relations/Employee Relations Vice President or designee

Both parties recognize the importance of maintaining stability in the composition of the Review Committee. Members of the Review Committee shall strive toward achieving this objective when scheduling Step 3 meetings.

### **Review Committee Procedure**

The Review Committee shall meet to consider the grievance at its second next regularly scheduled meeting after receiving the referral.

An agreed to Joint Position Summary by the Company and Local Union representatives of the discussion held at this step of the grievance procedure and a statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each, shall be prepared and signed by both parties at the Step 3 grievance meeting.

The Company shall forward to the Local Union an answer to the Step 3 grievance within fifteen (15) calendar days of the Step 3 meeting.

#### **Step Four – Arbitration**

If the dispute or difference is not satisfactorily settled by the Review Committee, it shall be referred, at the request of either party, to an impartial arbitrator. Such referral must be made within sixty (60) calendar days from the date of receipt by the Union of the Step 3 answer.

- (a) In the event that an information request has not been responded to, or otherwise complied with, within the aforementioned sixty (60) days, the Local Union and / or Company shall notify the alleged non-complying party in writing and specify how the party has not complied with the information request. In such event, the Local Union shall have fifteen (15) additional days to refer the matter to an impartial arbitrator.

The appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The list shall contain the names of 15 arbitrators all of whom are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service. All

decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Each party in an arbitration proceeding may be represented in each proceeding by any person authorized in writing by such party. Such representative(s) may examine all witnesses in the proceedings.

Each of the parties in the arbitration proceeding shall bear the fees and expenses it incurs and the fees and expenses of the impartial arbitrator shall be borne equally by both parties provided, however, that the total compensation of such impartial arbitrator shall be agreed upon in advance after submission of the matter in controversy to the impartial arbitrator.

In the case of a grievance relative to disciplinary suspension or demotion, or discharge for cause, such grievance shall be originated at Step 2 in the grievance procedure.

In grievances involving discharges, it is the objective of the parties that the grievance will normally be resolved within nine (9) months of the discharge. In order to accomplish this objective, if the grievance is processed to Step 4 and a panel of arbitrators is requested from the Federal Mediation and Conciliation Service, the panel shall include the names of fifteen (15) arbitrators who are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify

the Federal Mediation and Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. If the selected arbitrator is not available to conduct the arbitration hearing within two (2) months of his or her selection, the next mutually agreeable arbitrator on the panel will be contacted for their availability. If a transcript of the hearing is requested, it must be furnished within three (3) weeks of the close of the hearing. By mutual consent, any of the foregoing time periods may be waived or modified.

If the charges are not sustained in the procedure outlined in this Article, the employee's record shall be cleared of such charges and in case of loss of any wages they shall be reimbursed for such loss.

In the case of a grievance as a result of implementing a departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new job classification, such grievance may be originated at Step 2.

Either the Company or Union may choose to utilize the Expedited Arbitration Procedure, in the case of a grievance where the requested remedy would cost the Company under \$50,000 and the issue does not involve disciplinary action of more than five (5) days or discharge.

Under the Expedited Arbitration Procedure, the appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. The list shall contain the names of fifteen (15) arbitrators all of whom are members of the National Academy of Arbitrators. The parties agree to confer within ten (10) business

days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his / her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Grievances in the Expedited Arbitration Procedure shall be presented to the Company and Union by representatives as referenced in Steps 1, 2, 3 of the grievance procedure and shall be heard without attorneys unless both parties mutually agree to their inclusion in this step of the process, and shall be conducted without transcripts or recordings. The Arbitrator shall issue a one-page Arbitration Award within ten (10) days of the hearing. The Impartial Arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms or grant any remedy that would cost in excess of \$50,000 to the Company. The Arbitration Award shall be binding on the Company and the Union, but shall not constitute a precedent as to other grievances in the future and shall not be introduced into any other arbitration in the future. No more than one (1) grievance may be submitted in each expedited arbitration proceeding.

### **Other Provisions**

Either the Company or Union representatives participating in the discussions outlined above may, if they agree that further determination of fact is required, request an extension of time which may be granted by the other. In no event shall any extension by either or both parties exceed one additional time period provided for at the level where the extension is granted. By mutual consent, any step in the grievance procedure may be bypassed.

Unless mutually agreed, summaries prepared under this provision shall not be admissible at any arbitration between the parties.

In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the raising of the question or questions in dispute until a settlement is reached through the grievance or arbitration procedure provided in this Article.

6. Pay at their basic hourly rates of pay will be allowed officially designated Union representatives, or their alternates, as provided for in this Article, for the basic workdays of their basic workweek, while engaged in the following steps of the grievance procedure:

Stewards .....	Step 1
Chief Stewards .....	Step 1



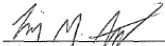
**ARTICLE IX**  
**Term of Agreement**

1. This Agreement, when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood, shall be effective as of October 1, 2013, for the employees on the payroll on or after October 1, 2013.
  
2. The term of this Agreement shall be from October 1, 2013, to and including September 30, 2019. This Agreement shall be considered renewed from term to term of one (1) year at its expiration date of September 30, 2019 and each subsequent September 30, unless a written notice of desire to amend or terminate the Agreement is given by the Union or by the Company at least sixty (60) days before the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The parties agree to commence negotiations on any proposed amendments not less than forty (40) days before the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the term of the Agreement shall automatically be extended so long as negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.

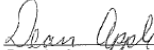
The undersigned agree to the provisions of the Memorandum of Agreement with recommendation to the membership for ratification.

**For Commonwealth Edison and  
The Exelon Business Services Company**

**For IBEW Local 15**



Brian M. Montgomery  
Vice President  
Employee and Labor Relations



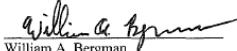
Dean Apple  
President & Business Manager/  
Financial Secretary



Susie Kutansky  
Director  
Labor Relations



Terry McGoldrick  
Vice President  
& Senior Assistant Business Manager



William A. Bergman  
Vice President  
Employee Benefit Plans & Programs



Christine Watkins  
Recording Secretary

**Supplement to**

**Collective Bargaining**

**Agreement**



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## MEMORANDUM OF AGREEMENT

February 25, 2014

This Agreement is made by and between IBEW Local 15 (the "Union") and Commonwealth Edison Company ("ComEd") and Exelon Business Services Company ("BSC") (collectively the "Company") effective as of the date set forth above. The parties hereby agree as follows:

1. **New Contract**. Except as modified in this Agreement, the current Collective Bargaining Agreement (the "CBA") and all other provisions and agreements between the Union and the Company shall remain unchanged; provided the parties shall make any required housekeeping changes as necessary.
2. **Term of Agreement**. Article IX of the CBA shall be deleted and replaced with the following provision:

The term of this Agreement shall be from October 1, 2013, to and including September 30, 2019. This Agreement shall be considered renewed from term to term of one (1) year at its expiration date of September 30, 2019 and each subsequent September 30, unless a written notice of desire to amend or terminate the Agreement is given by the Union or by the Company at least sixty (60) days before the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The parties agree to commence negotiations on any proposed amendments not less than forty (40) days before the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the term of the Agreement shall automatically be extended so long as negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.

3. **Wages**. Employees covered by this Agreement shall receive a wage increase of 2.5% on April 1, 2014, 2.5% on April 1, 2015, 2.5% on April 1, 2016, 2.5% on April 1, 2017, 2.5% on April 1, 2018, 2.5% on April 1, 2019.
4. **Voluntary Severance Plan**. The Company shall extend the terms of the December 27, 2001 Memorandum of Agreement between the Union and the Company that relate to a voluntary severance plan through September 30, 2019.
5. **Incentive Pay Plan**. The Company shall continue with the April 18, 2001 Memorandum of Agreement between the Union and the Company that relate to an incentive pay plan through December 31, 2018. It will be retroactive from January 1, 2013.
6. **Wellness Pilot**. The parties agree to a Wellness Pilot as follows:  
Two year voluntary pilot program beginning in 2014 which would include: (1) Biometric Screening, (2) Health Risk Assessment and (3) option of either completing two (2) health wellness courses or 8 week walking challenge. Upon completion of the items named above,



employees would be eligible for a \$78 reduction in annual medical premiums the following year. See attachment #1.

7. **Commuting Allowance and Per Diem.** The parties agree to modify the Commuting Allowance effective April 1, 2014:

Differential Round Trip Miles	Commuting Allowance
1 - 14	\$8.75 to \$9.66
15 - 29	\$12.50 to \$13.80
30 - 49	\$12.50 to \$13.80
50 - 59	\$17.50 to \$19.32
60 - 69	\$17.50 to \$19.32
70 - 79	\$22.50 to \$24.84
80 - 89	\$22.50 to \$24.84
90 - 99	\$27.50 to \$30.36
100 - 109	\$27.50 to \$30.36
110 - 119	\$32.50 to \$35.88
120 - 129	\$32.50 to \$35.88
130 and above	See Per Diem

- a. Future annual increases to the Commuting allowance will be based on the Consumer Price Index CPI-U table (December to December changes) and will be effective April 1<sup>st</sup> of the following year.
  - b. Per Diem rate for 2014 will be increased from \$102 to \$129 effective April 1, 2014. Future per diem rates will be determined and changed annually per the Government CONUS Standard Rate for Illinois and be effective April 1<sup>st</sup> of the following year.
8. **Half-Day Floating Holidays.** For the duration of this agreement, the parties agree that employees can take up to four floating holidays in half-day increments effective April 1, 2014. The parties further understand that the purpose of this provision is to provide more flexibility to employees, be cost neutral and to not compromise productivity and efficiency. The decision of whether a half-day floating holiday can be granted is not automatic and will be based on operational considerations associated with a particular job assignment as determined by management. During the term of this contract, the parties acknowledge the following:
- In the event there is a request(s) for a full-day of vacation/floating holiday by one employee and a half-day floating holiday by another and the granting of both would conflict with management's operational needs, the full-day request will take priority over the request for a half-day floating holiday;
  - Employees will provide reasonable advance notice in requesting a half-day floating holiday;

- For those employees who work a modified schedule other than 8-hour/5-day work week, their floating holidays cannot exceed their 32 hour floating holiday allotment.

**9. Vacation Carryover.** The parties agree to modify Article VI, Section 4 of the CBA as follows:

An employee will be allowed to carry over up to five (5) unused regular or extra vacation days into the following year. Any regular vacation days carried over to the following year will be converted to extra vacation days.

**10. Meal Money Allowance.** Effective April 1, 2015 meal money allowance will increase to \$11.00 and on April 1, 2017 the allowance will increase to \$12.00.

**11. Death in Family.** Upon ratification, the parties agree to modify Article VI, Section 12 of the CBA as follows:

Step-Parents, Step-Children and Grandparents-in-Law will be increased from 1-day off to 3-days off. In addition, this provision will apply to the death of domestic partners or the death of their eligible children as defined by Company medical benefit dependent purposes (criteria listed below\*) or for such partners who have registered their civil union with the State of Illinois or their state of residence.

\*An adult of the same or opposite sex who is at least 18 years of age and who:

- Shares a residence with you;
- Is in a committed personal relationship with you and has no such relationship with any other person;
- Is not related to you by blood in any manner that would prevent marriage; and
- Is not legally married.

**12. Agreements.**

In addition to the provisions of Section 1, the parties agree to extend the following during the term of this agreement. In the event the parties propose to modify any the agreements listed below during the term of the CBA, the parties may seek do so only after reaching a mutual agreement:

- a. Mutual Aid
- b. Pole Handling
- c. Overhead Transmission Agreement
- d. Underground Reorganization
- e. Call Center Voluntary Overtime and Release Agreement
- f. Contract "Wall" Letter.(Attachment G to the CBA)
- g. Billing Operations Guaranteed Release
- h. Clerical Job Call Pilot
- i. Clerical Demotion and Lateral Agreement
- j. Helicopter Organization Agreement

### **13. Health Care Excise Tax Review and Remediation.**

Parties agree that the potential impact of the Excise Tax on High Cost Health Plans included in the Patient Protection and Affordable Care Act will be monitored with regard to applicable benefit plans covering employees represented by IBEW Local 15 in order to avoid the assessment of the tax throughout the term of the contract. Because legal issues associated with the Patient Protection and Affordable Care Act continues to develop and the potential impact of the Excise Tax on applicable plans and timing of such impact is not certain, further action may be necessary during the term of this Agreement. In the event that additional action is required, the parties agree to re-open the CBA for the sole and limited purpose of negotiating plan terms that avoid the Excise Tax, but would share the burden of the cost reduction. Any re-opener for this limited purpose will be triggered if, but only if, the Company is advised (based on third party consultant analysis that will be shared with Local 15) that there is a high likelihood that without adjustments to the contract that the Excise Tax liability will be incurred during the term of this CBA and the Company's third party consultant provides specific guidance on how the tax is to be calculated and paid. This negotiation shall impact only applicable Health and Welfare benefit plans that would be impacted by the Excise Tax and all other terms and conditions of the contract shall remain in full force through the termination date of the contract.

### **14. OPEB (Other Post-Employment Benefits).**

#### **I. Retirees who retired before April 1, 1995**

The current Pre and Post Medicare group plan medical and prescription drug coverage will remain in place for retirees who retired before April 1, 1995, maintaining current cost sharing premium arrangements.

Pre-Medicare retirees and eligible dependents will maintain the same medical PPO and prescription drug plan as active employees with the present premium cost sharing arrangement.

Post-Medicare retirees and eligible dependents will maintain the present medical plans, Retiree Medical Expense and Supplement Plans and beginning in 2015, retiree contribution increases will not exceed 5% each year.

The \$1750 pension compensation cap remains in effect.

#### **II. Current and Future Medicare-eligible retirees who retire on or after April 1, 1995**

- Pre-Medicare retirees and eligible dependents will maintain the same medical PPO and prescription drug plan as active employees with the present premium cost sharing arrangement.

### *Medical and Prescription Drug Coverage*

- Starting January 1, 2015, in lieu of the current company sponsored group medical coverage offered to any eligible retiree or eligible dependent who is Medicare eligible, the Company will offer a fully-insured group Medicare Advantage and Prescription Drug Plan (MAPDP). Retirees who are on disability pension & collecting Social Security disability will continue to be offered either the Retiree Medical Expense or Medical Supplement plan until age 65. The Company will, with the Union's input, issue a Request For Proposal ("RFP") for a MAPDP for a multi-year term. The plan design for such MAPDP will have a substantially similar design and value to the retirees as the current plans. The Union will have input in the RFP process, including but not limited to attendance at the RFP finalist meetings, but the company, as the plan sponsor and plan administrator of the MAPDP, shall be the ultimate decision-maker as to the MAPDP selected, as a result of the RFP. The RFP will request a multi-year rate increase guarantee.
- The Company contribution towards medical coverage will be based on the lesser of two amounts:
  1. 80% of the cost of the MAPDP described above. Additionally, for retirees who are eligible for retiree health care coverage based on the Rule of 60 retirement 50% of the cost of the MAPDP described above; or
  2. A fixed amount equal to \$3,918 for each Medicare eligible retiree or dependent effective in 2015. Additionally, a further basis is a company contribution for retirees who are eligible for retiree health care coverage based on the Rule of 60 retirement of \$2,449 for each Medicare eligible retiree or dependent (consistent with their current cost sharing arrangement). The fixed amount described in the subsection above (\$3918/ \$2449) will be adjusted each year beginning in 2016 with a cost of living adjustment (COLA) of 3.0%.

**See attachment #2 for an illustrated example of the potential rates.**
- Effective for retirements after 1/1/2015, cost sharing will be the same for all employees as described above. However, for employees who have 15 or more years of service at retirement or employees who are eligible to receive retiree health care benefits under the Voluntary Separation Plan for Designated Bargaining Unit Employees of Exelon Business Services Company, Exelon Generation Company, LLC and Commonwealth Edison Company, and have a gross monthly pension of \$1750 or less (retiree or surviving spouse), will not be required to make medical premium contributions (retiree and or eligible dependents) as set forth in the 2-19-2009 Retiree Settlement.
- The \$1,750 pension compensation cap remains in place for employees retired before 1/1/2015.

***Retiree Dependent Health Care Premium Cost***

Effective January 1, 2015, dependent premium costs will be based on his/her own individual Medicare status rather than following the status of the retiree.

***Retiree Dental and Vision***

After numerous discussions, the parties agree to continue with the same group dental and vision plan that currently exists for the duration of this CBA. The company contribution for this group dental and vision plan will be adjusted annually at the 3.0% COLA based on the present Company contribution as set forth below:

Coverage Tier	Annual Company Contribution		
	Aetna Dental PPO	Aetna DMO	VSP
Retiree Only	223.80	277.32	73.80
Retiree + Spouse	448.08	554.40	142.56
Retiree + Child(ren)	503.88	623.88	144.60
Retiree + Family	739.32	915.24	229.32

**15. 2-19-09 Retiree Medical Settlement**

The parties agree to extend the 2-19-09 Retiree Medical Settlement unless otherwise modified by the OPEB (Other Post-Employment Benefits) Section above.

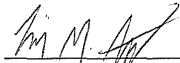
**16. Attachments.**

The parties agree that the following attachments (1-6) are incorporated into this MOA.

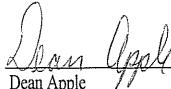
The undersigned agree to the provisions of the Memorandum of Agreement with recommendation to the membership for ratification.

**For Commonwealth Edison and  
The Exelon Business Services Company**

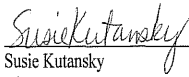
**For IBEW Local 15**



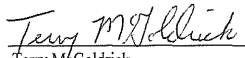
Brian M. Montgomery  
Vice President  
Employee and Labor Relations



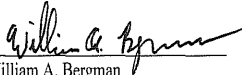
Dean Apple  
President & Business Manager /  
Financial Secretary



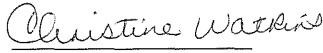
Susie Kutansky  
Director  
Labor Relations



Terry McGoldrick  
Vice President  
& Senior Assistant Business Manager



William A. Bergman  
Vice President  
Employee Benefit Plans & Programs



Christine Watkins  
Recording Secretary

## Attachment #1

### Wellness Pilot Program (Employees Only)

- A. Two year trial beginning in 2014.
  - B. 2014 Health Steps:
    - 1. Step One – Complete Biometric Screening
    - 2. Step Two – Complete Health Risk Assessment
    - 3. Step Three – Two Options
      - a. Option 1 – Complete 2 Asset Health wellness education courses (on line)
      - b. Option 2 - Participate in 8 week walking challenge (2 challenges offered)
        - Criteria for Walking Challenge Health Step Completion
          - i. Complete 30,000 steps per week
          - ii. Must log steps each week over the 8 week period but no requirement to log specific number of days --- employees manage how they reach program goals
          - iii. Employees eligible for prize drawings if meet specified step requirements
      - c. Additional options may be added
- C. In each calendar year, employees would be eligible for any wellness initiatives being offered to all other Wellness participants. As an example, in 2013, wellness initiatives included:
  - 1. Weight Watchers discounts and reimbursements
  - 2. Fitness reimbursements
    - a. 20 gym visits needed per quarter to meet eligibility for \$50 reimbursement per quarter

The above will continue in 2014 and more options may be added.

- D. \$78 annual reduction (credited each pay period) in medical plan premium for participants who complete Health Steps in the prior year – no increase in premium for not completing health steps.
- E. Time off from work for onsite biometric screening.
- F. Biometric or laboratory screening at no cost.
- G. Report with results of biometric or laboratory screening at no cost.
- H. Onsite health advising session after biometric screening at no cost.
- I. Health coaching programs (weight loss, exercise, smoking cessation, stress management) at no cost.

- J. Disease management programs including accompanying incentives (lower prescription drug costs and copay reimbursement for doctor's visits related to chronic conditions) at no cost.
- K. Company-provided pedometer if an employee enrolls in the walking program.
- L. If at the end of the second year, participation has not reached 50% or more, the parties will meet to discuss mechanisms to improve participation.



**Attachment #2**

The table below is an illustrated example of the potential rates based on actuarial valuation assumptions and United Health Care (UHC) premium provided through the RFI:

*The Company's contribution is the lesser of 80% of the MAPDP premium or 80% of the projected 2015 current medical plan contribution indexed at 3% per year. This is illustrated in the table below.*

Year	(1) Illustrative MAPDP Premium	(2) Exelon Portion MAPDP Premium at 80 %	(3) Exelon Portion Capped (Cap begins based on 2015 projected cost)	(4) Lesser of (2) or (3)	(5)=(1)-(4) Retiree Portion MAPDP Less Exelon Portion
	(2014 is current)				
2014	4,621	3,697	3,697	3,697	924
2015	4,007	3,206	<b>3,918</b>	3,206	801
2016	4,227	3,382	4,036	3,382	845
2017	4,439	3,551	4,157	3,551	888
2018	4,661	3,729	4,281	3,729	932
2019	4,894	3,915	4,410	3,915	979
2020	5,138	4,111	4,542	4,111	1,028

**Rule of 60 Retiree**

*The Company's contribution is the lesser of 50% of the MAPDP premium or 50% of the projected 2015 current medical plan contribution indexed at 3% per year. This is illustrated in the table below.*

Year	(1) Illustrative MAPDP Premium	(2) Exelon Portion MAPDP Premium at 50 %	(3) Exelon Portion Capped (Cap begins based on 2015 projected cost)	(4) Lesser of (2) or (3)	(5)=(1)-(4) Retiree Portion MAPDP Less Exelon Portion
	(2014 is current)				
2014	4,621	2,311	2,311	2,311	2,310
2015	4,007	2,004	<b>2,449</b>	2,004	2,004
2016	4,227	2,114	2,522	2,114	2,114
2017	4,439	2,219	2,598	2,219	2,219
2018	4,661	2,330	2,676	2,330	2,330
2019	4,894	2,447	2,756	2,447	2,447
2020	5,138	2,569	2,839	2,569	2,569



Brian Montgomery  
Vice President  
Employee & Labor  
Relations

10 S. Dearborn Street  
Chicago, IL 60603  
Exeloncorp.com  
312 394 8722 Office  
[brian.montgomery@exeloncorp.com](mailto:brian.montgomery@exeloncorp.com)

**Attachment #3 (ComEd/BSC)**

February 24, 2014

Dean Apple  
President  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

Dear Dean:

This is to confirm that since the 1999 pension negotiations, the pension and health benefit negotiations are all part of the general contract.

Therefore, along with the general contract the pension and health benefits do not become subject to bargaining until the entire CBA is open (September 30, 2019).

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Montgomery".

Brian M. Montgomery  
Vice President, Employee & Labor Relations



Brian Montgomery  
Vice President  
Employee & Labor  
Relations

10 S. Dearborn Street  
Chicago, IL 60603  
Exeloncorp.com  
312 394 8722 Office  
[brian.montgomery@exeloncorp.com](mailto:brian.montgomery@exeloncorp.com)

**Attachment #4**

February 24, 2014

Dean Apple  
President  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

**Subject:** *First In, First Out ("FIFO")*

Dear Dean,

The parties have discussed the issue of FIFO and have agreed to provide the Union with the opportunity to take 2 grievances per year, per CBA, to arbitration out of "FIFO" order during the term of this Contract. In doing so, the Company and the Union do not waive any of the provisions of Article VIII or any potential issues associated with arbitrability.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Montgomery".

Brian M. Montgomery  
Vice President, Employee & Labor Relations



Brian Montgomery  
Vice President  
Employee & Labor  
Relations

10 S. Dearborn Street  
Chicago, IL 60603  
Exeloncorp.com  
212.294.8222 Office  
[brian.montgomery@exeloncorp.com](mailto:brian.montgomery@exeloncorp.com)

**Attachment #5**

February 24, 2014

Dean Apple  
President  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

**Subject: Higher Titles**

Dear Dean:

The parties agree to have discussions and further exploration on the use of various higher level titled workers provided the parties understand that a business case must be developed and that the Company will retain the right to cease the use of such titles if it deems that such higher level titles are no longer beneficial to the Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Montgomery".

Brian M. Montgomery  
Vice President, Employee & Labor Relations



Brian Montgomery  
Vice President  
Employee & Labor  
Relations

10 S. Dearborn Street  
Chicago, IL 60603  
Exeloncorp.com  
312 394 8722 Office  
[brian.montgomery@exeloncorp.com](mailto:brian.montgomery@exeloncorp.com)

**Attachment #6 (ComEd/BSC)**

February 24, 2014

Dean Apple  
President  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

**Subject: SSG**

Dear Dean,

As a result of the 2013-14 negotiations, the System Services Group ("SSG") will be provided with the same provisions contained in Sections 6, 7, 13, 14, 15 and Attachment 3 of the MOA dated February 24, 2014 between ComEd/BSC and IBEW Local 15.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Montgomery".

Brian M. Montgomery  
Vice President, Employee & Labor Relations

Attachment #6 (Generation)

LETTER OF AGREEMENT

BSC SUPPLY BU EMPLOYEES EMBEDDED AT L15 REPRESENTED NUCLEAR SITES

After much discussion, the parties have agreed that BSC Supply embedded employees working at Local 15 represented Nuclear Sites [outlined in Promotional Series H in the Nuclear Collective Bargaining Agreement (CBA)] will continue to be on the BSC Payroll yet receive the AIP of the Site. The aforementioned employees will be covered by the Nuclear CBA for the duration of the contract. **This Letter of Agreement replaces and supersedes the previous Letter of Agreement dated May 13, 2010.**

FOR EXELON

FOR IBEW Local 15



Brian M. Montgomery

Vice President, Labor Relations



Dean F. Apple

President/Business Manager

2/25/14

Date

2/25/14

Date

April 6, 1959  
Revised March 1, 1960  
Revised April 1, 1971  
Revised October 5, 1995  
Revised February 19, 1996  
Revised August 25, 1997  
Revised March 16, 1998  
Revised April 18, 2001  
Revised October 31, 2008  
Revised February 25, 2014

### TRAVEL AND MOVING EXPENSE GROUND RULES

The following guidelines relative to travel and moving expenses are established effective October 1, 2013 and supersede the guidelines dated October 31, 2008.

A. Use of Employee Owned Auto:

An employee required by the Company to use his/her own automobile on Company work and time will be reimbursed for his/her expense on the basis of the Company's current mileage reimbursement rate.

B. Permanent Change in Work Location:

1. 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 resulting from such transfer provided the transfer is expected to last one (1) year or more and the additional distance exceeds sixty-five (65) one-way miles.

The reimbursement shall cover one instance of moving the employee's place of residence provided it is accomplished within nine (9) months of transfer of his/her work location. The reimbursement of travel expense, as defined in Section 2, will be limited to a period of eighteen (18) months or until the employee shall have moved his or her residence. In the event an employee is relocated, reimbursement of travel expense will cease.

## 2. Travel Expense

The amount of the reimbursed travel expense shall be the difference in fares between the employee's home and the two (2) work locations, where public transportation is reasonably available. In the absence of reasonably available public transportation, an employee using an automobile to and from work shall be compensated in accordance with the following reimbursement schedule, based upon the difference in mileage between the employee's home and the two (2) reporting locations limited to a period of eighteen (18) months.

Differential Round Trip Miles	Commuting Allowance
1-14	\$9.66
15 - 29	\$13.80
30 - 49	\$13.80
50 - 59	\$19.32
60 - 69	\$19.32
70 - 79	\$24.84
80 - 89	\$24.84
90 - 99	\$30.36
100 - 109	\$30.36
110 - 119	\$35.88
120 - 129	\$35.88
130 and above	See Per Diem

Future annual increases to the Commuting allowance will be based on the Consumer Price Index CPI-U table (December to December changes) and will be effective April 1<sup>st</sup> of the following year.

Per Diem rate for 2014 will be increased from \$102 to \$129 effective April 1, 2014. Future per diem rates will be determined and changed annually per the Government CONUS Standard Rate for Illinois and be effective April 1<sup>st</sup> of the following year.

Where the mode of transportation between home and the new reporting location is different from that used in reaching the prior reporting location, the costs on the two (2) methods will be separately computed and the additional transportation expense will be reimbursed.



An employee who moved his/her place of residence as a consequence of a required transfer of work location, in accordance with Section 1 above, shall be reimbursed for reasonable trucking expense (bidding process to be utilized) incurred in so moving their residence.

C. Temporary Changes in Work Location

An employee whose work location is temporarily changed for a period of less than one (1) year will be eligible for travel reimbursement in accordance with the preceding reimbursement schedule, based upon the increased difference in mileage between their home and the two (2) work locations as defined in Section B2. In addition, employees receiving per diem will be eligible to receive reimbursement for the increased differential mileage expense for one (1) round trip based upon the Company's current mileage rate up to a maximum amount equal to the current per diem rate (\$129.00). Since this is intended to compensate qualified employees who choose to lodge near their temporary work site, employees will be eligible to receive up to one (1) round trip increased mileage reimbursement per calendar week for the duration of each reassignment, provided the employee furnishes to the Company the proper proof of lodging receipts.

Effective October 1, 2008, the travel and reporting allowance provisions of previously negotiated agreement will be handled in accordance with the revised travel and moving expense ground rules contained herein.

D. Promotions, Voluntary Transfers and Demotions

An employee will not be eligible for reimbursement of travel or moving expenses incurred as the result of the following:

- Acceptance of promotion
- Request for voluntary transfer
- Request for voluntary demotion

Employees whose work locations change at the Company's request due to an announced closing of a facility or planned staff reallocation will be eligible for reimbursement of travel or moving expenses upon acceptance of a promotion, voluntary transfer or voluntary demotion.

MEDICAL DEPARTMENT VISITS  
TAKEN FROM MEMORANDUM OF AGREEMENT REACHED  
IN COLLECTIVE BARGAINING APRIL, 1959

The ground rules covered in this subsection will be applicable to visits to the Company's Medical Offices or the Company doctors in cases of (i) Industrial disability involving subsequent medical treatment, (ii) examination required by the Company in order to establish fitness for return to work following a serious non-industrial disability, or (iii) periodic physical examinations scheduled by the Company.

With respect to daytime employes, the existing practices will be continued. Other employes required to visit the Medical Offices or the Company doctors will, if necessary, be rescheduled so that the visit can be made on Company time. The rescheduling will be determined by the circumstances, but an effort will be made to keep the rescheduled hours as close as possible to the regularly scheduled hours. In no event shall the employe be paid overtime pay for time spent in obtaining medical treatment, or any penalty provided in the Agreements for changes in work schedules.

June 8, 1966  
Revised April 1, 1971

GROUND RULES  
DEFERRED VACATION PLAN

The Memorandum of Agreement reached in Collective Bargaining (March, 1966) provides in principle for the establishment of a deferred vacation plan.

The Company's purpose in agreeing to establish the plan is to make it possible for an employe to have an extended vacation in order to fulfill a desire to accomplish some special purpose.

In accordance with this provision, the following rules are established.

A regular employe, during the calendar year in which he completes twenty (20) or more years of continuous service, shall be entitled to defer full weeks of extra vacation in a given year to the next calendar year, subject to the following limitations:

Up to ten per cent (10%) of the eligible employes, subject to a minimum of one, in any vacation group, will be permitted to defer vacation in any one year. Such deferred vacation must be taken in conjunction with the employe's total full weeks of regular and extra vacation for the calendar year to which it was deferred. Extended vacations resulting from the combining of regular, extra, and deferred vacation will not be granted to an employe for the purpose of engaging in work for himself or others for immediate monetary gain.

It is recognized that it will be difficult to schedule the extended vacations during the summer months of June, July, and August. Such extended vacations may be scheduled during this period only where the vacation selection of other employes and operating conditions permit. At least six months' notice shall be given the Company of an extended vacation which shall be scheduled by mutual agreement between the employe and the Company. When scheduled, the extended vacation may not be changed. If the employe is prevented by illness from taking his extended vacation when scheduled, it shall be re-scheduled to another period within the calendar year. Should such an illness extend to the end of the year, the employe will be permitted to carry over the deferred portion of his vacation to the following year.

The deferred vacation will be treated under the terms and conditions applicable to "extra" vacation, except as modified by this agreement. This includes such matters as:

- (a) In the event of an employe's death, the deferred vacation allowance will be paid to his beneficiary;
- (b) No extra time will be allowed because of illness during vacation;
- (c) An extra day off with pay will be allowed for a holiday occurring during vacation.

Both the Union and the Company pledge to cooperate fully in seeking a solution to any problems which are raised in connection with its administration.



## Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA \* CHICAGO, ILLINOIS

Address Only in:

POST OFFICE BOX 747 \* CHICAGO, ILLINOIS 60696

May 8, 1969

Mr. Frank L. Suggs, Jr., Chairman  
System Council U-25, I.B.E.W.  
222 West Adams Street, Room 457  
Chicago, Illinois 60606

Dear Mr. Suggs:

As a result of discussions in general negotiations, the Company agrees to review and discuss the following matters with the System Council U-25 at a mutually agreeable date after September 1, 1970: the contracting of work, work assignments under the "other work" clause of the Collective Bargaining Agreement, and the manner in which upgraded assignments are made.

Regarding the contracting of work, we re-affirm our long-standing position that we have retained our right to perform work which from time to time is accomplished by various contractors. The following is an excerpt from the terms and conditions of the Company purchase order form with which all contractors are required to comply:

"The awarding of work hereunder shall not be construed for any purpose whatsoever as an abandonment by the purchaser of its rights to have similar work done now or in the future by purchaser's own employees."

We have agreed to include similar words in the Collective Bargaining Agreement.

In restating our interpretation of the upgrading provision of the Collective Bargaining Agreement, we recognize our responsibility to as far as practicable upgrade the available qualified senior employes. We have followed this practice in the past and will continue to do so in the future.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations



## Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA \* CHICAGO, ILLINOIS

Address Reply to:

POST OFFICE BOX 747 \* CHICAGO, ILLINOIS 60690

April 7, 1971

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

In recognition of your request during general negotiations, the Company hereby confirms the procedures for initiating changes in safety and health rules.

As has been the practice in the past, whenever the Company contemplates a change in the safety and health rules the Company will advise the Local Unions involved and the System Council U-25 office of the proposed changes. If any questions are raised by the Local Unions they will be discussed between representatives of the Local Unions and the Company before they are placed in effect.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations



## Commonwealth Edison Company

ONE FIRST NATIONAL PLAZA \* CHICAGO, ILLINOIS

Address Reply to

POST OFFICE BOX 767 \* CHICAGO, ILLINOIS 60606

April 7, 1971

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

As a result of discussions during our general negotiations and your request for clarification of procedures for the replacement of an employe's personal tools, the Company hereby confirms the following practices:

Where there is reasonable evidence produced by the employe that personal tools belonging to employes have been lost or damaged as a result of fire, breakage, or theft, these tools will be replaced by the Company, provided, that such tools were being properly used at the time of breakage or were stored in areas which have been locally recognized as normal, protected storage areas for this purpose.

Yours very truly,

L. A. Cullen  
Manager of Industrial Relations



**Commonwealth Edison**  
72 West Adams Street, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

Appendix VI

April 14, 1982

Mr. James T. Lockwood, Chairman  
System Council U-25, Edison System Locals  
International Brotherhood of Electrical Workers  
222 West Adams Street, Suite 296  
Chicago, Illinois 60606

Dear Mr. Lockwood:

The Life Insurance Plan, the Commonwealth Edison  
Employee Medical Expense Plan, the Dental Expense Plan and  
the Vision Care Plan are covered by Supplemental Agreements  
between the Company and the Union. These agreements will  
expire with the term of the current Collective Bargaining  
Agreement.

The Service Annuity System is also covered by a  
Supplemental Agreement and will expire in accordance with  
the terms of that agreement.

Very truly yours,

J. P. Sanders  
Manager of Industrial Relations



Appendix I

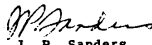
March 15, 1985

Mr. James T. Lockwood  
System Council U-25, Edison System Locals  
International Brotherhood of Electrical Workers  
222 West Adams Street, suite 296  
Chicago, Illinois 60606

Dear Mr. Lockwood:

The Company wishes to reaffirm its long standing policy with System Council U-25, to provide equal employment opportunities to all qualified persons regardless of their race, color, religion, sex, age, national origin, handicap, or military service during the Viet Nam era. This letter represents a written reaffirmation of the non-discrimination policy that has been followed for many years by both the Company and the Union.

Very truly yours,



J. P. Sanders

Manager of Industrial Relations

Appendix I

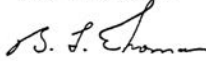
March 7, 1978

Mr. Edwin T. Crego  
Chairman, System Council U-25  
International Brotherhood of  
Electrical Workers  
222 West Adams Street  
Chicago, Illinois 60606

Dear Mr. Crego:

As discussed in meetings between the Company and the Union concerning improvements in the rest period provision of the Collective Bargaining Agreement, the Company and the Union each recognizes its responsibility to see that this provision is administered in a fair and equitable manner. The Company agreed to make improvements in the rest period provision on the basis that they will improve employe response to overtime call-backs. Each employe has a responsibility to respond to overtime call-backs. As discussed, it is understood that the System Council and individual Local Unions will encourage their members to respond.

Very truly yours,



B. L. Thomas  
Vice President

Appendix VII

April 14, 1982

Mr. J. Patrick Sanders  
Manager of Industrial Relations  
Commonwealth Edison Company  
P. O. Box 767  
Chicago, Illinois 60690

Dear Mr. Sanders:

System Council U-25 recognizes that the Company, as a public utility, is required to furnish continuous service to its customers. System Council U-25 acknowledges the obligation of each employe to make every effort to respond promptly to emergency call-backs and re-affirms its commitment to improve call-back response.

Sincerely,



James T. Lockwood  
Chairman



**Commonwealth Edison**

One First National Plaza, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

APPENDIX III


April 7, 1988

To All Management Employees:

A major issue with our unions has been and continues to be management performing bargaining unit work. During the 1988 general negotiations the System Council again pursued a penalty to be applied when they perceive our contract language is abused or ignored. They are becoming increasingly frustrated as some management employes feel they can perform bargaining unit work with impunity.

Management employes must understand that the Company's policy is to adhere to the provisions of the Collective Bargaining Agreement. Improving operations or managing efficiently does not mean ignoring or shortcutting contractual responsibilities.

We expect all management employes to be aware of the provision in our Collective Bargaining Agreement regarding management performing bargaining unit work and to reevaluate their duties in light of this provision. The performance of bargaining unit work by management in violation of our contract will not be tolerated. Appropriate action will be taken against management employes who repeatedly do so.

  
J. E. Sanders  
Vice President

JPS/mo



**Commonwealth Edison**  
One First National Plaza, Chicago, Illinois  
Address Reply to: Post Office Box 767  
Chicago, Illinois 60690

APPENDIX II

April 7, 1988

Mr. James T. Lockwood, Chairman  
System Council U-25, I.B.E.W.  
222 West Adams Street, Suite 296  
Chicago, Illinois 60606

Dear Mr. Lockwood:

As a result of discussions during General Negotiations, a better understanding regarding the way changes in the Company's Radiation Protection Standards are reviewed with Local Union representatives has been reached. In the future the Company will continue to discuss changes in Occupational Dose Limits and the administrative portion of the Radiation Protection Standards when such changes will have a material effect on the health and safety of employes, in the same manner as safety rule changes. In the case of other changes in the administrative standards, management will meet with the Union on an informational basis for the purpose of reviewing these changes.

Sincerely,

  
J. F. Sanders  
Vice President

JPS/mo

October 31, 1990

AGREEMENT REGARDING DRUG AND ALCOHOL TESTING

As a result of discussions between management and representatives of System Council U-25, the following understanding has been reached regarding the administration of the Nuclear Regulatory Commission ("NRC") Fitness for Duty Rule as well as other provisions of the Company Policy regarding Drug and Alcohol Abuse.

This Agreement is intended to address only certain specific items regarding the administration of the NRC Fitness for Duty Rule and other provisions of the Company Policy regarding Drug and Alcohol Abuse. Any items not specifically covered by this letter will be administered in accordance with applicable statutory and regulatory requirements, as now in force or hereafter amended, and existing Company practice. Except as expressly noted, the items below apply to both the administration of the NRC Fitness for Duty Rule at nuclear stations and the administration of the Company Policy regarding Drug and Alcohol Abuse throughout the Company.

1. With respect to the administration of the NRC Fitness for Duty Rule at nuclear stations, employees declared unfit for duty (first occurrence) after a drug/alcohol test performed in accordance with NRC standards and regulations and this letter of agreement will be suspended without pay or disability benefits and will be denied unescorted access to nuclear facilities. Such employees will become eligible for disability benefits upon entering an approved treatment program. If treatment is not recommended, such employees shall have the right to have a specimen collected and tested for reinstatement, and pay or benefits will be reinstated effective the date a negative specimen is collected.
2. An initial cut-off level of 50 ng/ml shall be used when screening specimens for marijuana metabolites across the Company except where otherwise required by statute or regulation. Initial cut-off levels for all testing of other substances under the NRC Fitness For Duty Rule for testing at nuclear stations shall be those specified by the Nuclear Regulatory Commission.
3. An alcohol cut-off level of .04 BAC will be used for determining fitness for duty throughout the Company.
4. The Company will solicit input and suggestions from the Officers of System Council U-25 in advance regarding the future selection of any laboratory to perform chemical testing. This could include a joint discussion of specifications and technical qualifications of laboratory personnel and, a joint visit of laboratory facilities.

5. With respect to the administration of the NRC Fitness for Duty Rule at nuclear stations, the Company will solicit input and suggestions for consideration in advance from the Officers of System Council U-25 regarding the selection of the Company Medical Review Officer (MRO). The MRO shall be an MD knowledgeable of chemical dependency disorders and have experience in differentiating between the legitimate use of medication versus abuse. The MRO shall follow the guidelines specified in the Fitness For Duty Rule as well as the American College of Occupational Medicine Guidelines for MRO Training.
6. Employees who successfully complete treatment as a result of a self-referral will be considered not to have had a verified confirmed positive test. Enrollment alone in such programs shall not be used by line management to justify sending an employee to the Medical Department for a fitness for duty evaluation.
7. Employees may be given the opportunity to participate in a treatment program (including self-referrals) no more than two times.
8. Employees who have been given the opportunity to participate in two treatment programs and then furnish a verified confirmed positive test shall be subject to discharge.
9. With respect to the administration of the NRC Fitness for Duty Rule at nuclear stations, prior to generation of the random selection test list for the next test date, the number of persons required to be tested should be determined and documented. The test quota may be adjusted prior to the generation of the random selection test list and any adjustments and the reasons shall be documented.

Appointments for testing shall be arranged starting with the first name on the random selection test list, proceeding through each name on the list in sequential order until the test quota is filled. Management shall assign appointment times.

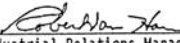
Factors which may require deviation from an implemented random test schedule include an unanticipated increase in pre-access test requirements, equipment malfunctions, an unanticipated change in time allocated to collection activities and/or any other unforeseen or emergency condition impacting collection activities.

The Chief Union Stewards or their designees of the Commonwealth Edison Bargaining Unit at the location where the list is produced may review generation of random selection test list. The Union representative will not review names contained on the list, but may sign and date the document.

10. Drug testing under the NRC Fitness For Duty Rule at nuclear stations shall be limited to the panel of substances listed in the NRC regulations. Additions can only be made in compliance with section 26.24 of the NRC Fitness For Duty Rule after notice to System Council U-25 with copies of the documentation supporting such additions.
11. With respect to the administration of the NRC Fitness for Duty Rule at nuclear stations, within seven days of receiving notification of a verified confirmed positive test, the employe may request that a portion of the specimen involved be sent to the second certified laboratory for testing. The request for such a test shall be made in writing to the MRO.
12. With respect to the administration of the NRC Fitness for Duty Rule at nuclear stations, the Company shall conduct all testing in a professional manner so as to minimize any embarrassment to employees.
13. Breathalizers shall meet all NRC specified standards and shall be tested and calibrated in accordance with manufacturer's specifications. The Company shall be responsible for the proper training and certification of personnel responsible for administering the test. The Company will meet with union representatives for the purpose of soliciting input and suggestions on specifications and selection of new equipment before purchase.
14. Supervisors have the responsibility to assure themselves that employes are at all times in a condition to perform their work assignments.
15. When a supervisor is concerned that an employe may not be fit for duty, the supervisor in consultation with another supervisor if feasible, should ask the employe in a private location to explain why he/she appears to be not in condition to work.
16. Should the discussion with the employe fail to explain his/her condition, the supervisor should seek professional help by making arrangements for the employe to be taken to a medical facility for a fitness-for-duty evaluation.
17. Before any employe is sent for a fitness for duty evaluation the employe and a union representative (if available) will be informed of the grounds for suspicion. If a test is administered and is negative, the test results shall not be a basis for any further action.



18. A licensed physician or registered nurse will make a determination of fitness-for-duty, including the appropriate testing to be conducted. Employees who refuse or unreasonably delay submission of a specimen or who adulterate, dilute or substitute a specimen will be considered as if they have a verified confirmed positive specimen and will be declared unfit for duty.
19. Employees who are found or who are considered to have a verified confirmed positive specimen on two separate occasions shall be subject to discharge on the second occurrence.
20. In reviewing and interpreting confirmed positive test results alternate medical explanations for any positive test result shall be examined.
21. Upon written request, copies of all positive test results shall be provided promptly to the employe including chain-of-custody and a signed lab report.
22. Recognizing the need for effective treatment programs, the Company and MBA will periodically review treatment facilities and programs.
23. Any basic wages lost by the Zion station employees involved in the allegations in December, 1988 will be restored.
24. All grievances, the National Labor Relations Board charge and court proceeding listed on Exhibit A will be considered settled and will be dismissed with prejudice against refiling.

  
Industrial Relations Manager  
Nuclear Operations

  
Chairman, System Council U -25

Approved:   
Director of Labor Relations

41171

EXHIBIT A

AGREEMENT REGARDING DRUG AND ALCOHOL TESTING

Grievances

ZEM-89-5  
ZOP-89-3  
Z-STA-6-89

NLRB Charge

Case 13-CA-28350

Court Proceeding

Local 1461, IBEW AFL-CIO V. Commonwealth Edison  
Company, Case No. 89 C 0816, United States District  
Court for the Northern District of Illinois.

41171/4  
October, 1990

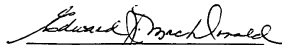
## APPENDIX I

### COMMITMENT TO RESOLVING GRIEVANCES

A major concern to both the company and the union discussed in General Negotiations is the manner in which grievances are being processed. In recognition that both the company and the union realize the importance of the issue, the following understandings are essential to the successful administration of the grievance procedure.

- The filing of a grievance is a significant event. Management and union representatives must meet on a regular basis to open lines of communication and accessibility. The purpose of these meetings is to sort out complaints from grievances and provide the opportunity to resolve complaints before they become grievances.
- Given the present high volume of grievances, every effort must be made to process grievances and schedule meetings in a timely fashion.
- The parties will conduct grievance meetings in a constructive and business-like manner.
- Participants in grievance meetings must have the authority to resolve grievances at the earliest possible stage of the grievance procedure.
- It takes the full cooperation of everyone involved to make the grievance procedure an effective method for resolving legitimate disputes.
- Grievance resolution must be recognized as a high priority in terms of time commitment.

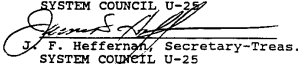
- Commitments that are made in the resolution of grievances must be fulfilled completely and promptly by all parties.
- The parties are committed to developing long term strategies to address employe relations concerns.



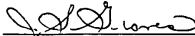
E. J. MacDonald, Chairman  
SYSTEM COUNCIL U-25



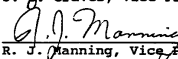
E. G. Genova, Vice Chairman  
SYSTEM COUNCIL U-25



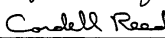
J. F. Heffernan, Secretary-Treas.  
SYSTEM COUNCIL U-25



J. B. Graves, Vice President



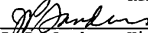
R. J. Manning, Vice President



C. Reed, Senior Vice President



W. C. Roberts, Director of Lab  
Relations



J. P. Sanders, Vice President

APRIL 4, 1991

John R. Samolis  
Vice President  
Employee &  
Labor Relations

Telephone 312.394.4935  
Fax 312.394.8992  
www.exeloncorp.com  
john.samolis@exeloncorp.com

Exelon Corporation  
10 S. Dearborn Street, 54<sup>th</sup> Fl.  
Chicago, IL 60603  
Mail: P.O. Box 805398  
Chicago, IL 60680-5398

## **LETTER H**

October 31, 2008

Dean F. Apple  
President / Business Manager  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

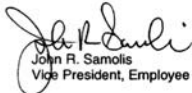
Re: Grievance Resolution

Dean:

As discussed, both management and labor agree that there has been significant progress over the last few months concerning the resolution of outstanding grievances and arbitrations. During that time, the Parties have settled 905 grievances and 268 cases that were scheduled for arbitration.

The Company looks forward to continuing regular reviews of outstanding cases with our designated representatives in order to eliminate the grievance and arbitration backlog.

Sincerely,

  
John R. Samolis  
Vice President, Employee & Labor Relations

ATTACHMENT I

March 18, 1993

Messrs: T. M. Cagney - President, Local Union 1539  
D. A. Floreani - President, Local Union 1427  
R. A. Joyce - President, Local Union 1540  
M. M. Piagentini - President, Local Union 1530  
R. V. Welte - President, Local Union 1557

Gentlemen:

The Company and the Union agree that this Agreement pertains to a specific set of working conditions for part-time employes in the job titles listed in this Agreement only and sets no precedent for any other department or function of the Company.

This Agreement shall not be used by either the Company or the Union in any hearing, arbitration or other proceeding not directly concerning these part-time employes or the terms of this Agreement. Applicable provisions of the Collective Bargaining Agreement shall apply to any condition of employment not covered by this Agreement.

Definition

The term "part-time regular employes" shall apply to those employes scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. A regular scheduled work day shall be for no more than ten (10) hours with a minimum of four (4) hours per day.

Departments and Job Classifications

The following departments and job classifications have been designated for the utilization of part-time positions:

<u>Department</u>	<u>Job Classifications</u>
1. Call Center	Customer Service Representative (All Locals)
2. Customer Service	Customer Office Clerk (All Locals)
	Customer Interview Representative (All Locals)
3. Power House	Word Processing Typist (L.U. 1530)
	Clerk, Grade BB (Stenographic) (L.U. 1530)
4. Treasury	General Clerk III (L.U. 1427)
	Company Mail Clerk (L.U. 1427)

It is understood that management and local union representatives agree to discuss and negotiate relevant issues regarding the further application of part-time, if required, within the next twelve months, with particular attention to the appropriate job classifications in the new Billing Organization, including bill adjustment and credit related activities.

**I. Call Centers (All Locals)**

- A. Part-time staffing of Customer Service Representatives will be limited to a maximum of eighteen percent (18%) by local union of the total number of Customer Service Representatives in the various call center work groups. The initial filling of these positions will be handled on a voluntary basis, by canvassing only incumbent Customer Service Representatives. Although the initial number of positions staffed will depend upon the availability of incumbent volunteers, management's decision to utilize part-time Customer Service Representatives up to the eighteen percent (18%) maximum in the future, will be based upon work load, facility requirements and operating conditions.
- B. Should any one Local Union achieve less than the eighteen percent (18%) of volunteers in the initial staffing, management may reallocate the distribution of part-time Customer Service Representatives to accommodate volunteers from other locals provided the maximum is not exceeded. Although, it is the company's intent to equally distribute the part-time positions as is practicable, it is management's responsibility to determine the appropriate utilization of part-time Customer Service Representatives based upon work load, facility requirements and operating conditions.

**II. Customer Service Bill Payment and Customer Interview Areas (All Locals)**

- A. Utilization of part-time staffing within the Customer Service Bill Payment and Customer Interview areas within the offices located within the Chicago Region will be limited to a maximum of eighteen percent (18%) of the total number of employees in the affected job classifications (Local 1427).
- B. Utilization of part-time staffing within the Customer Service Bill Payment and Customer Interview areas in the outside regions will be as follows:

1. One part-time position for each office with from one to three full-time positions.
  2. Two part-time positions for each office with four or more full-time positions.
  3. Parts 1 and 2 of this section shall apply to the Customer Office Clerk and the Customer Interview Representative job classifications respectively to determine the appropriate staffing of each respective job classification.
- C. Future part-time staffing will be based upon work load, facility requirements and operating conditions.

III. Power House (Local 1530)

If part-time staffing is utilized at the Power House facility located near Zion Nuclear Generating Station, any part-time employes will initially be in addition to current staffing levels. Management's decision to utilize part-time staffing will be based upon work load and operating requirements.

IV. Treasury (Local 1427)

Part-time staffing levels in the Treasury Department will be limited to a maximum of eighteen percent (18%) of the total of the General Clerk III and Company Mail Clerk job classifications. The utilization of part-time staffing will be discussed with local union representatives prior to implementation to determine the number of part-time employes utilized in each job classification.

V. Staffing

- A. Except as previously described as the "initial staffing" procedure, the process to be used in filling part-time positions will be completed in the following manner:
1. Voluntary full-time to part-time transfers of present incumbents in the affected job classification within a region into an open and identified part-time position.



2. If additional positions are to be filled, next consideration will be given to present employees who promote in accordance with Exhibit B of the Collective Bargaining Agreement.
3. Remaining positions may be filled by considering transfer or demotion requests of qualified employees before hiring new part-time employees. In any case, employees would be paid in accordance with the wage rate schedule of the part-time job classification.

**VI. Promotions and Transfers**

- A. Seniority for part-time employees will be accrued by adding the total number of regularly scheduled hours and prorating this relative to a full-time forty (40) hour work week.
- B. New hires into part-time positions with less seniority than full-time employees in lower job classifications will not be eligible to transfer or promote to a full-time position or into a like job classification if an employee in a lower job classification is eligible for a promotion in accordance with Exhibit B of the Collective Bargaining Agreement.
- C. Incumbent full-time employees transferring into part-time positions will be considered for promotion based on their seniority with other employees in their job classification.
- D. Incumbent full-time employees demoting into part-time positions will be considered for promotion based on their seniority with other employees in their current part-time job classification.
- E. Incumbent full-time employees promoting to part-time positions will be considered for future promotions based on their seniority with other employees in their previous full-time job classification, and adjusted seniority in their part-time position.

VII. Overtime for Part-time Employees

- A. Overtime shall be paid at the rate of time and one-half for all hours worked above forty hours in a basic work week. Double time payments shall not apply to part-time employment.
- B. No overtime shall be paid for part-time employees for hours worked except:
  - 1. when the basic work day schedule is ten (10) hours and the employee works hours in extension to the basic work day.
  - 2. after the employee has worked at least two (2) hours past the scheduled basic work day providing the basic work day and the extended hours are greater than eight (8) hours total.
- C. Applicable overtime meal provisions of the Collective Bargaining Agreement shall not apply to part-time employees.
- D. Overtime, when required, is the responsibility of full-time employees. It is expected that extenuating circumstances related to a storm, E.R.P., or significant system conditions, will require full-time employees to work mandatory overtime; however:
  - 1. should conditions warrant, part-time employees may be required to work in extension to their basic work day. If the part-time employee's hours of work are to extend more than one hour past the end of the basic work day, a call-out of a full-time employee will be made in accordance with the Collective Bargaining Agreement. It is understood that part-time employees on the job will continue on the job until they can be replaced by a full-time employee. The overtime provisions relative to part-time employees as described in Section VII of this agreement would apply in these circumstances.
  - 2. should operating conditions and facility requirements permit, part-time employees may be called out or required to work either extended hours or overtime if all full-time employees have been called out and additional staffing is needed.
  - 3. if part-time employees are not replaced by full-time employees in situations which would result in overtime

for full-time employees in situations outlined above, all hours worked by part-time employees outside of the part-time employees' basic work day schedule will be considered for application of the bypassed overtime provision of the Collective Bargaining Agreement for affected full-time employees.

**VIII. Other Provisions**

- A. At the direction of management, part-time employees may be required to work a full-time basic work week schedule to attend training programs and fulfill on-the-job experience requirements necessary to qualify to perform their work. The training schedule and course requirements will determine when working a full-time schedule is required.
- B. With the consent of their immediate supervisor, part-time employees shall have the privilege of exchanging shifts within the same work week, by individual arrangement with other part-time employees provided the change can be accomplished without additional costs to the Company and without violation of any applicable laws or governmental regulations.

In no instances will part-time employees be allowed to exchange shifts with full-time employees or vice-versa.

- C. Regular weekly schedules for part-time employees will be posted. Part-time employees will not qualify for Sunday premium or shift premium as defined in the Collective Bargaining Agreement regardless of hours worked or daily work schedules. Further, applicable shift change penalty or rest period provisions will not be applied to part-time employees.
- D. Management reaffirms its intent to provide notice of at least forty-eight (48) hours prior to the change in the basic work days of a part-time employee's basic work week or a change in the daily working hours of the scheduled work day. Further, it is management's intent to provide upgrade to the appropriate full-time employee in instances which would result in a "force" situation to a part-time employee.
- E. It is expected that management will not provide upgraded work assignments to part-time employees.

**IX. Benefits**

- A. Part-time employees may elect to participate in the current Commonwealth Edison Employee Medical Expense Plan at the current regular employee premium for single or family

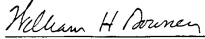
coverage; or, elect to participate in any or all of the following benefit plans: Dental Expense, Vision Care, Life Insurance, and Disability Benefit Plan (MBA), at the current regular employe premiums for single or family coverage where applicable.

- B. Part-time employes will not be eligible for vacation pay as described in the Collective Bargaining Agreements. However, in each calendar year, part-time employes who have completed their first year of service will be eligible to schedule up to forty-eight (48) hours of excused absence from work without pay. The excused absence will be scheduled in whole day increments of hours that correspond to the part-time employe's basic work day. Unscheduled hours beyond the whole basic work day may be scheduled as a partial work day provided scheduled excused absences do not exceed the total hours allowable.

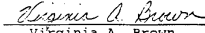
Provided the conditions of work are such that the part-time employe's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the scheduled excused absence shall be selected, in each work group, in accordance with service. A full-time employe shall not be denied the opportunity to schedule regular or extra vacation as a result of this provision.

- C. Part-time employes will not be eligible for any excused paid absence and/or first week disability paid absence.
- D. Part-time employes will be eligible to participate in the Employe Savings and Investment Plan. However, there will be no employer matching contribution applicable for employes working on a part-time basis. However, as part of the initial staffing for filling part-time positions, present incumbent employes who are participants in the Company's Employe Savings and Investment Plan on the date of this Agreement shall be allowed to continue in the plan and to receive the employer matching contribution.
- E. The following days will be recognized as holidays for the part-time employes: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these specified holidays falls during a part-time employe's weekly work schedule, the employe may be given the day off and paid at their basic hourly rate of pay for their regularly scheduled hours, or scheduled to work at the time and one half rate.

We would expect that this proposal will bring our discussions and negotiations relative to these issues to a successful conclusion and that Local Union representatives will achieve ratification in accordance with the Agreement dated July 23, 1993. The provisions of this proposal will be implemented following written notification of ratification.



William H. Downey  
Vice-President



Virginia A. Brown  
Director of Labor Relations

LABOR RELATIONS  
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**Supplemental Agreement for Clerical Part-Time Employees**

The terms of Attachment I, dated March 18, 1993 to the July 23, 1993 Letter of Agreement remain in effect except as amended or supplemented by the following provisions:

**I. Definition**

The capability of the Company to utilize "part-time regular" employees shall be expanded system-wide consistent with the provisions contained in this document to clerical job classifications at the General Clerk III level (maximum rate of pay currently \$13.03 per hour) or below, in addition to the clerical job classifications identified in the Part-Time Letter of Agreement dated March 18, 1993. Scheduled hours of a basic work week shall be no more than twenty-four (24) with a minimum of twenty (20) hours per week, with no time limit on the duration of their employment. A regular scheduled work day shall be no more than ten (10) hours per day with a minimum of four (4) hour per day.

**II. Staffing**

- A. Part-time staffing will be limited to a maximum of eighteen percent (18%) of a department except as noted in paragraph B .
- B. In departments with fewer than ten (10) employees, part-time staffing levels will be determined as follows:
  - 1. One (1) part-time positions for each office with from one (1) to three (3) full-time positions.
  - 2. Two (2) part-time positions for each office with four (4) or more full-time positions
  - 3. Parts 1 and 2 of this section shall apply to each job classification covered by this Supplemental Agreement respectively to determine the appropriate staffing of each respective job classification.

- C. The process to be used in filling part-time positions will be completed in the following manner:
1. Voluntary full-time to part-time transfers of present incumbents in the affected job classification into an open and identified part-time position.
  2. If additional positions are to be filled, next consideration will be given to present employees who promote in accordance with Exhibit B of the Collective Bargaining Agreement.
  3. Remaining positions may be filled by considering transfer or demotion requests of qualified employees before hiring new part-time employees. In any case, employees would be paid in accordance with the wage rate schedule of the part-time job classification.

**III. Promotions and Transfers**

- A. Seniority for part-time employees will be accrued by adding the total number of regularly scheduled hours and prorating this relative to a full-time forty (40) hour work week in accordance with Exhibit 1.
- B. New hires into part-time positions with less seniority than full-time employees in lower job classifications will not be eligible to transfer or promote to a full-time position or into a like job classification if an employee in a lower job classification is eligible for a promotion in accordance with Exhibit B of the Collective Bargaining Agreement.
- C. Incumbent full-time employees transferring into part-time positions will be considered for promotion based on their seniority with other employees in their job classification.
- D. Incumbent full-time employees demoting into part-time positions will be considered for promotion based on their seniority with other employees in their current part-time job classification.
- E. Incumbent full-time employees promoting to part-time positions will be considered for future promotions based on their seniority with other employees in their previous full-time job classification, and adjusted seniority in their part-time position.

**IV. Overtime for Part-Time Employees**

- A. Overtime shall be paid at the rate of time and one-half for all hours worked above forty hours in a basic work week. Double time payments shall not apply to part-time employment.
- B. No overtime shall be paid for part-time employees for hours worked except:
  - 1. When the basic work day schedule is ten (10) hours and the employee works hours in extension to the basic work day.
  - 2. After the employee has worked at least two (2) hours past the scheduled basic work day providing the basic work day and the extended hours are greater than eight (8) hours total.
- C. Applicable overtime meal provisions of the Collective Bargaining Agreement shall not apply to part-time employees.
- D. Overtime, when required, is the responsibility of full-time employees. It is expected that extenuating circumstances related to a storm, E.R.P., or significant system conditions, will require full-time employees to work mandatory overtime; however:
  - 1. Should conditions warrant, part-time employees may be required to work in extension to their basic work day. If the part-time employee's hours of work are to extend more than one hour past the end of the basic work day, a call-out of a full-time employee will be made in accordance with the Collective Bargaining Agreement. It is understood that part-time employees on the job will continue on the job until they can be replaced by a full-time employee. The overtime provisions relative to part-time employees as described in Section IV of this supplemental agreement apply in these circumstances.
  - 2. Should operating conditions and facility requirements permit, part-time employees may be called out or required to work either extended hours or overtime if all full-time employees have been called out and additional staffing is needed.



3. If part-time employees are not replaced by full-time employees in situations which would result in overtime for full-time employees in situations outlined above, all hours worked by part-time employees outside of the part-time employees' basic work day schedule will be considered for application of the bypassed overtime provisions of the Collective Bargaining Agreement for affected full-time employees.

**V. Other Provisions**

- A. At the direction of management, part-time employees may be required to work a full-time basic work week schedule to attend training programs and fulfill on-the-job experience requirements necessary to qualify to perform their work. The training schedule and course requirements will determine when working a full-time schedule is required.
- B. With the consent of their immediate supervisor, part-time employees shall have the privilege of exchanging shifts within the same work week, by individual arrangement with other part-time employees provided the change can be accomplished without additional costs to the Company and without violation of any applicable laws or governmental regulations.

In no instances will part-time employees be allowed to exchange shifts with full-time employees or vice-versa.

- C. Regular weekly schedules for part-time employees will be posted. Part-time employees will not qualify for Sunday premium or shift premium as defined in the Collective Bargaining Agreement regardless of hours worked or daily work schedules. Further, applicable shift change penalty or rest period provisions will not be applied to part-time employees.
- D. Management shall provide notice of at least forty-eight (48) hours prior to the change in the basic work days of a part-time employee's basic work week or a change in the daily working hours of the scheduled work day. Further, it is management's intent to provide upgrade to the appropriate full-time employee in instances which would result in a "force" situation to a part-time employee.
- E. Management shall not provide upgraded work assignments to part-time employees.

VI. **Benefits**

- A. Part-time employees may elect to participate in the current Commonwealth Edison Employee Medical Expense Plan at the current regular employee premium for single or family coverage; or, elect to participate in any or all of the following benefit plans: Dental Expense, Vision and Hearing Care, Life Insurance, and Disability Benefit Plan (MBA), at the current regular employee premiums for single or family coverage where applicable.
- B. Part-time employees will be eligible to participate in the Employee Savings and Investment Plan, E.S.I.P. Full-time employees who are participants in the E.S.I.P. Plan when they begin part-time status who elect not to participate in the Employee Medical Expense Plan shall be allowed to continue in the E.S.I.P. Plan and to receive the employee matching contributions based upon part-time regular earnings. Affected incumbent part-time employees currently in the E.S.I.P. Plan and making contributions, but not receiving the employer matching contribution, will begin receiving the employer matching contribution upon ratification of the Memorandum of Agreement dated February 19, 1996.
- C. Part-time employees will not be eligible for vacation pay as described in the Collective Bargaining Agreement. However, in each calendar year, part-time employees who have completed their first year of service will be eligible to schedule up to forty-eight (48) hours of excused absence from work without pay. The excused absence will be scheduled in whole day increments of hours that correspond to the part-time employee's basic work day. Unscheduled hours beyond the whole basic work day may be scheduled as a partial work day provided scheduled excused absences do not exceed the total hours allowable.

Provided the conditions of work are such that the part-time employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the scheduled excused absence shall be selected, in each work group, in accordance with service. A full-time employee shall not be denied the opportunity to schedule regular or extra vacation as a result of this provision.

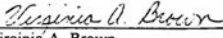
- D. Part-time employees will not be eligible for any excused paid absence (except as defined in the Collective Bargaining Agreement) and/or first week disability paid absence.

Supplemental Agreement for Part-Time Employees

Page Six

- E. The following days will be recognized as holidays for the part-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these specified holidays falls during a part-time employee's weekly work schedule, the employee may be given the day off and paid at their basic hourly rate of pay for their regularly scheduled hours, or scheduled to work at the time and one half rate.

The application of the provisions contained in this supplemental agreement are applicable to part-time employees covered by this Memorandum of Agreement.

  
\_\_\_\_\_  
Virginia A. Brown  
Employee Relations Manager

### **Accrued Seniority for Part-Time Employees**

The Part-Time Agreement, dated March 18, 1993, shall be revised to reflect the following understanding reached between the Company and Union on April 18, 2001 during general negotiations. This provision shall become effective the first pay period immediately following ratification of this Agreement dated April 18, 2001.

#### **VI. Promotions and Transfers**

- A. Seniority for part-time employees will be accrued like all other regular full-time employees in accordance with Article III, Section 3 of the Collective Bargaining Agreement. Seniority in a clerical job classification shall be based upon promotional service date. Promotional service date shall be in accordance with the Company's records and shall include only service spent in clerical job classifications and not Company service spent prior to a break in service which has not been joined or time spent in a production or maintenance job classification.
- B. New hires into part-time positions shall be treated like all other employees for promotion, which shall be in accordance with Exhibit B of the Collective Bargaining Agreement.

**Demotions for Part-Time Customer Service Representatives**

The Company recognizes the concerns raised by the union regarding the ability of part-time Customer Service Representatives to move to full-time positions. After further review, the Company is proposing the following to address the employee's concerns:

The Clerical Bracketing Agreement dated April 28, 1997 permitted clerical employees in the job classifications, Commercial Account Clerk, Bill Adjustment Clerk, Commercial Credit Clerk, Customer Credit Representative, and Customer Service Representative (Full Time and Part-Time), to voluntarily demote after completing four (4) years of service in each of the above job classifications.

Based on the abolishment of the titles: Commercial Accounts Clerk, Bill Adjustment Clerk, Customer Credit Representative, and the establishment of the Billing Clerk classification, the Company will afford the opportunity for those who hold the classification of Billing Clerk to demote under the same provisions and conditions as defined in the Clerical Bracketing Agreement dated April 28, 1997.

In addition, the Company will also afford part-time Customer Service Representatives the opportunity to demote from part-time to an entry-level clerical position after achieving two (2) years of service in the part-time Customer Service Representative classification.

The following revised list of eligible employees and required length of service shall apply:

<u>Job Classification</u>	<u>Time</u>
* Commercial Account Clerk	4 Years
Billing Clerk	4 Years
* Commercial Credit Clerk	4 Years
Customer Service Rep (Full Time)	4 Years
Customer Service Rep (Part Time)	2 Years

\*Live out basis only

Also Reference the  
Clerical Demotion and Lateral Agreement  
Dated 1/6/12

**NOTE:**

PAY SCALE INFORMATION HAS BEEN REMOVED. PLEASE REFER TO THE CURRENT CLERICAL WAGE TABLES (CLERICAL EXHIBIT A).



April 28, 1997

Mr. Robert A. Joyce  
Vice President and Senior Assistant Business Manager  
I.B.E.W., Local 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Joyce,

The Seniority Letter of Agreement dated February 19, 1996, includes a provision establishing system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period. As you know, resolution of this issue was extremely difficult due to the union's interest in the on-going expansion of promotional opportunities which caused management, taking into consideration the high number of clerical job classifications, to be concerned about the experience level and stability of the work force.

Article III, Section F of the letter referred to above, included the commitment by the company and the union to enter into "good faith" negotiations as soon as practicable in 1996 to resolve issues which impact clerical employees' movement and flexibility.

Ongoing discussions since October 30, 1996 have resulted in this Agreement. The provisions contained in this Agreement supersede all previous offers or proposals from the company related to these discussions. Other applicable provisions of the Collective Bargaining Agreement shall continue in full force and effect unless specifically changed by this Agreement.

**I. System wide Seniority**

- A. The Company and the Union have resolved several important issues impacting clerical promotional opportunities including bracketing of job classifications by functions and competencies, and other associated issues.
- B. This Letter of Agreement dated April 28, 1997 meets the requirements necessary to allow for the continuation of system wide promotional opportunities for employees in clerical job classifications, as modified herein, after the initial twelve (12) month period as described in Article III of the Letter of Agreement dated February 19, 1996.

Page 2  
 Clerical Bracketing Agreement

II. Job Titles Established/Abolished

<u>A. Establish</u>	<u>Min</u>	<u>Max</u>
1. Entry Clerk (General Office)	\$8.00	\$13.44
2. Bracket I, Clerical	\$8.00	\$15.35
3. Bracket II, Clerical	\$8.00	\$16.51
<u>B(1). Abolish</u> (Outside)	<u>Transfer to:</u>	
1. Junior Clerk	Bracket I, Clerical	
2. Clerk	Bracket I, Clerical	
3. Cashier	Bracket I, Clerical	
4. General Clerk III	Bracket I, Clerical	
5. Scope Operator	Bracket I, Clerical	
6. Telephone Operator	Bracket I, Clerical	
7. Terminal Entry Clerk	Bracket I, Clerical	
8. Word Processing Typist	Bracket I, Clerical	
9. General Clerk II	Bracket I, Clerical	
10. Customer Office Clerk	Bracket I, Clerical	
<u>B(2). Abolish</u> (Outside)		
1. Clerk, Grade BB Stenographic	Bracket II, Clerical	
2. Clerk A Stenographic/Secretarial	Bracket II, Clerical	
<u>C. Abolish</u> (Inside)	<u>Transfer to:</u>	
1. Company Mail Clerk (Mail Services) (Treasury)	Entry Clerk	
2. Clerk III (all)	Entry Clerk	
3. Clerk I (all)	Entry Clerk	
4. Customer Office Clerk, Junior Grade (Commercial Departments)	Entry Clerk	
5. Mail Record Clerk (Mail Services)	Entry Clerk	
6. General Clerk III (Treasury) (Transmission Systems V.P.)	Entry Clerk	
7. Company Mail Clerk, Senior Grade (Mail Services)	Entry Clerk	
8. File Records Clerk (Real Estate)	Entry Clerk	
9. General Clerk II (Treasury)	Entry Clerk	
10. Operator, Duplicating Machines (Correspondence)	Entry Clerk	
11. Clerk Grade C Duplicating Machines (Correspondence)	Entry Clerk	





possess all of the basic skills and competencies and that the Company shall make every effort in providing opportunities for those employees to gain the required skills.

2. Both parties shall adhere to the intent in the consolidation of job specifications which, as shown cross referenced in Paragraph II, Sections A-D(2), shows each job specification and department to the corresponding new established specification.
3. The time and rate schedules for the respective job specifications are in accordance with the revised Schedule A of the Collective Bargaining Agreement (see Attachment IV, Revised Exhibit A).
4. Within one month of the notice of the ratification of this Letter of Agreement the Company will begin the process to fill Bracket II, Clerical positions within Nuclear Operations in accordance with the promotions to Bracket II, Clerical. (See Attachment VIII.) The timing and releaseability of promoted employees to Nuclear locations will be controlled to prevent increases in overall staffing levels at the various locations. It is further understood that Company and Union representatives shall work together in placing affected employees into their new assignments in a timely fashion.
5. Local Management and Representatives of Local Union 15 will meet to determine the appropriate number of incumbent employees at the site(s) to be upgraded through this interim transitionary process.
6. Qualified employees promoting to Bracket I, Clerical and Bracket II, Clerical classifications, shall be paid at the minimum rate for the higher job classification, or at a rate based upon the employees present rate plus eighty cents (\$.80) per day, whichever is greater.

**B. Outside**

1. Incumbent employees currently in the abolished job classifications in Paragraph II, Section B(1) will have their job classification revised to Bracket I, Clerical. Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.
2. Incumbent employees currently in the abolished job classification (Clerk, Grade BB, Stenographic) in Paragraph II, Section B(2) will have their job classification revised to Bracket II, Clerical.

Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.

*Clerical Bracketing Agreement*

3. Employees who currently hold the title of Clerk Grade A, Stenographic, Secretarial shall retain their classification on a live out basis. Any future general increases will be based upon the employees current classification.

Future positions to be filled, as determined by management, shall be filled at the Bracket II, Clerical job classification.

4. Current employees performing work in the Clerk job classification and such future employees who do not meet the minimum qualifications of the new Bracket I, Clerical job classification will maintain their current rate of pay with annual graduated rate reduction, if applicable. Employees below the maximum rate of pay of the new Bracket I, Clerical job classification will not progress above their current protected rate until such time as they meet the minimum qualifications of that position. Any future general increases will be based upon the Bracket I, Clerical classification.

**C. Inside**

1. Incumbent employees currently in the abolished job classifications in Paragraph II, Section C, will have their job classification revised to Entry Clerk. Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.
2. Current employees performing work in the Company Mail Clerk job classification who do not meet the minimum qualifications of the new Entry Clerk job classification will have their current rate of pay frozen. These employees will not progress to the maximum rate of pay of the new Entry Clerk job classification until such time as they meet the minimum qualifications of that position. Any future general increases will be based upon the Entry Clerk classification.
3. Incumbent employees currently in the abolished job classifications in Paragraph II, Section D(1) will have their job classification revised to Bracket I, Clerical.

Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this Agreement.

4. Incumbent employees currently in the abolished job classifications Clerk CC, Stenographic; Clerk Grade BB, Stenographic; Clerk Grade BB, Typing, Secretarial in Paragraph II, Section D(2) will have their job classification revised to Bracket II, Clerical.

Affected employees shall maintain their current wage rate and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.

5. Employees who currently hold the titles of Clerk Grade A, Stenographic, Secretarial; and Clerk Grade AA, Stenographic, Secretarial shall retain their classifications on a live out basis. Any future general increases will be based upon the employees current classification.

Future positions to be filled, as determined by management, shall be filled at the Bracket II, Clerical job classification.

**D. Other Provisions**

1. Employees in the Entry Clerk; Bracket I, Clerical; and Bracket II, Clerical job classifications are expected to perform the entire range of functions encompassed in the appropriate abolished job classifications in Paragraph II, Sections B(1)(2), C, and D(1)(2) as outlined in the revised job specifications of Entry Clerk; Bracket I, Clerical; and Bracket II, Clerical.
2. Stenographic positions in Bracket II, Clerical shall receive an additional additive in the amount of sixty cents (\$.60) for all hours worked including overtime. Future revisions will be based on the applicable percentage base wage increase applied to the additive amount rounded to the nearest whole cent.
3. Employees currently in stenographic positions and who exceed the maximum rate of the revised Bracket II, Clerical, shall receive no additional compensation, including the additional stenographic additive.
4. Future opportunities to group job functions into higher level brackets to further gain flexibility and improve work processes will be discussed in each respective business unit as part of the continuous bargaining process designed to enhance productivity.
5. Any of the affected job classifications in the current Collective Bargaining Agreement found to be inadvertently omitted from this agreement, the Company shall discuss the impact on those positions with representatives of Local 15. Both parties shall live up to the intent of the proposed seniority concepts on those positions as they apply to this agreement.
6. Part time in the new Entry Clerk job classification shall be in accordance with the provision of the Memorandum of Agreement dated February 19, 1996 and the Part Time Agreement dated March 18, 1993.

Part time staffing will be limited to a maximum of fifteen percent (15%) of a department except as noted in paragraph B of the Supplemental Agreement for Clerical Part Time Employees dated February 19, 1996.

7. Part time outside the General Office, shall only apply at the Bracket II, Clerical level in the former job position of the Clerk Grade BB, Stenographic job classification in the Power House. (Refer to Exhibit A, Attachment IV.) The Company and Local Union 15 Representatives agree to meet subsequent to ratification of this agreement to discuss the utilization of part time as a subject for continuous bargaining.

E. Lateral Transfers

1. Employees at the GCI level and above will have the opportunity to lateral transfer on a like for like basis (i.e. Operating Clerk III to Operating Clerk III) to vacancies in the same job classification in other geographic locations.
2. Geographic locations shall be defined as all current reporting locations with the following representing the same location:
  - Oak Creek/Oak Brook
  - Technical Center/Maywood
  - Joliet Office/Corporate Computer Center
  - Glenbard Office/Bulk Power Operations
  - All General Office Locations (Loop Area)
  - Downers Grove ETWII/ETWIII
3. Employees listed below are eligible for consideration for transfer to other than the identical job classification as follows:
  - Accounting Analysis Clerk
  - Accounting Analyst Senior Grade
  - Industrial Accounting Clerk
  - Plant Analyst Senior Grade
  - Financial Statements Clerk
  - Accounting Clerk I
  - Financial Clerk I
  - Liability Representative
  - Photographer Field
  - Principle Clerk Commercial
4. Employees identified above will be eligible for transfer opportunities into the following job classifications:
  - Console Operator
  - Commercial Clerk I
  - Documents Control Clerk
  - General Service Representative
  - Operating Clerk I

The application of this provision will be contingent upon and consistent with the appropriate right of selectivity associated with the job classifications contained in this section.

Employees transferring from a job classification with a higher maximum rate of pay to a job classification with a lower maximum rate of pay shall have their rate of pay adjusted to the appropriate level as determined by the time and rate schedule of the job into which the employee accepts a transfer.

5. Eligible employees may request a lateral transfer in accordance with the "Procedures and Ground Rules for Clerical Lateral Transfers" dated April 28, 1997 (see Attachment V).

F. Demotions

1. Demotions will be allowed for employees (full and part time) in the job classifications as follows:
  - Customer Service Representative
  - Bill Adjustment Clerk
  - Commercial Credit Clerk
  - Commercial Accounts Clerk
  - Customer Credit Representative
2. Eligible employees may request a demotion in accordance with the "Procedures and Ground Rules for Clerical Demotions" dated April 28, 1997 (see Attachment VI).

G. Promotions

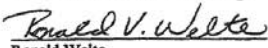
1. Promotions shall be in accordance with the revised "Procedures and Ground Rules for Clerical Employees" dated April 28, 1997 (see Attachment VII).
2. Lines of promotion and demotion will be revised in Exhibit B of the Collective Bargaining Agreement to reflect the provisions contained in this agreement. Future printing of the new amalgamated Collective Bargaining Agreement shall reflect the revised Exhibit B.


The provisions contained in this letter will be effective upon ratification of this Agreement. It is expected this letter will bring our current discussion to a mutually satisfactory conclusion.

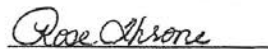
The undersigned have agreed to present this Agreement related to Clerical Bracketing, dated April 28, 1997, with recommendation to the membership for its ratification:


**For Local 15, I.B.E.W.:**


  
Robert A. Joyce  
Senior Assistant Business Manager

  
Ronald Welte  
Business Representative

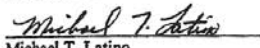
  
Joseph Walker  
Business Representative

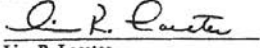
  
Rose Throne  
Chief Steward

  
Joseph Criscione  
Executive Board and Chief Steward


  
Martin Hennigan  
Chief Steward

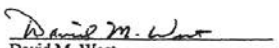
**For ComEd:**

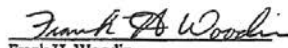
  
Michael T. Latino  
Director of Labor Relations

  
Linn R. Lasater  
Employee Relations Services Director

  
Joseph R. Krisch  
Commercial

  
Theodore A. Horwath  
General Office

  
David M. West  
Fossil

  
Frank H. Woodin  
Nuclear

ENTRY CLERK

Duties:

Under direct supervision to perform general clerical work; to answer telephones and to operate duplicating machines; to distribute incoming and prepare outgoing material for mailing; and to perform other related work as assigned. Typical examples of the duties are:

1. To maintain files and filing systems in accordance with departmental policies and procedures.
2. To operate copier and/or other office machines.
3. To conduct limited research of records.
4. To microfilm records.
5. To collect, open, sort and route incoming mail.
6. To locate and retrieve easily identifiable materials from files as directed.

QUALIFICATIONS:

1. Education equivalent to graduation from high school.
2. Successful completion of validated aptitude test.

IMMEDIATE SUPERVISOR:

Supervisor

April 28, 1997

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BRACKET I - CLERICAL

Duties:

Under direct supervision, to enter data from such documents as forms, orders, procedures, reports, tabulations, labels, drawings and correspondence and to sort and extract data using computer technology; to verify scanned text images or the prepared copy with original material and refer errors as necessary to others for investigation and correction; to transmit data electronically; to store and index information on computer storage media, to make revisions to previously typed copy; to perform general clerical and other typing/input work, and to perform related work as assigned. Typical examples of the duties are:

1. To set up the equipment to perform routine functions and basic applications.
2. To assemble materials and follow standard or supplied instructions to type documents, and verify scanned text images, and to make any required corrections using enhancement software via, keyboard, mouse or other applicable device.
3. To maintain a current filing system of formats, standard statements, and repetitive documents.
4. To perform a variety of simple clerical duties related to documents, such as filing, preparing mailings, photocopying, and/or record keeping.
5. To sort and code incoming documents according to a prescribed breakdown and classification system.
6. To file materials in folders or other containers in accordance with standard procedures.
7. To locate files and withdraw material or information as requested.
8. To order and maintain office supplies.
9. To keep records of material removed from files, date-stamp materials, type labels, or perform other clerical duties required to maintain or service files.

QUALIFICATIONS:

1. Education equivalent to graduation from high school.
2. Successful completion of validated skills and aptitude tests.

IMMEDIATE SUPERVISOR:

Supervisor

April 28, 1997  
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BRACKET II-CLERICAL

Duties:

To enter data from such documents as forms, orders, procedures, reports, tabulations, labels and correspondence and to sort and extract data using computer technology; to verify the prepared copy with original material and identify and correct minor errors that do not require extensive investigation; to transmit data electronically; to store and index information on computer storage media, to make revisions to previously typed copy; to perform general clerical and other typing/input work, and to perform related work as assigned. Typical examples of the duties are:

1. To set up the equipment and to perform detailed functions and basic applications.
2. To assemble materials and follow standard or supplied instructions to type documents.
3. To maintain a current filing system of formats, standard statements, and repetitive documents, and to be knowledgeable and familiar with those systems.
4. To create reports, spread sheets, presentations and organization charts.
5. To arrange and schedule meetings and appointments, set up conference calls, and to arrange for travel and hotel accommodations.
6. To perform a variety of detailed clerical duties related to documents, such as filing, preparing mailings, photocopying, and/or record keeping.
7. To sort and code incoming documents according to a prescribed breakdown and classification system.
8. To file materials in folders or other containers in accordance with standard procedures, and to be able to provide information regarding those files.
9. To locate files and withdraw material or information as requested.
10. To search files for hard-to-find materials, investigate and take corrective action where required.
11. To keep records of material removed from files, date-stamp materials, type labels, or perform other clerical duties required to maintain or service files.

Qualifications:

1. Education equivalent to graduation from high school.
2. Successful completion of validated skills and aptitude tests.

Immediate Supervisor:

Supervisor

April 28, 1997

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## Attachment V

### Procedure and Ground Rules for Clerical Lateral Transfers

Employees must qualify for the opportunity for a lateral transfer in accordance with the Letter of Agreement dated April 28, 1997.

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a lateral transfer after completing three (3) years of actual experience within a job classification as identified in the Letter of Agreement dated April 28, 1997 as qualifying for lateral transfers.

When a vacancy or opening occurs in an identified job classification and management has determined the position will be filled, before promoting to the position, the following procedure will be implemented:

1. Eligible employees requesting a lateral transfer shall be considered based on their promotional seniority date with other employees who are requesting consideration for the position by promotion or demotion.
2. Eligible employees must submit a lateral transfer request once a position is posted in accordance with the procedure and general rules for clerical promotions (see Attachment VII of this agreement). Eligible employees who submit a lateral transfer request will be given the same considerations as those employees who are requesting a promotion, (disability, restricted duty, vacation, etc.)
3. An employee must meet the qualifications of the position and, in the event the employee is unable to perform the new job duties within the first ninety (90) days, the employee will be placed as excess back to their previous location.
4. An employee who accepts a transfer will not be eligible to request a subsequent lateral transfer for a period of two (2) years.
5. In the event an employee who requests a lateral transfer, and who currently holds a title which has a "right of selectivity" stipulation as a qualification, shall not be denied their right to lateral to the same/like title.
6. Employees who are reassigned at the direction of the Company will be given a one-time opportunity to return to their previous work location prior to honoring other requests for lateral transfers, promotions, or voluntary demotions.

April 28, 1997

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Also Reference Procedure and Ground Rules  
for Clerical Promotions Dated 2-19-96 AND the  
Clerical Demotion and Lateral Agreement Dated  
1-6-12 AND Procedure and Ground Rules for  
Clerical Job Calls Dated 4-29-14

**Procedure and Ground Rules for Clerical Voluntary Demotions**

Employees must qualify for the opportunity for a voluntary demotion in accordance with the Letter of Agreement dated April 28, 1997.

The Company will provide information on openings through available means including computerized bulletin board announcements, CBTV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a voluntary demotion after completing the required length of service as follows:

<u>Job Classification</u>	<u>Time</u>
Commercial Accounts Clerk	4 Years
Bill Adjustment Clerk	4 Years
Commercial Credit Clerk	4 Years
Customer Credit Rep	4 Years
Customer Service Rep	4 Years
(Full Time and Part Time)	

When a vacancy or opening occurs in an identified job classification and management has determined the position will be filled, before promoting to the position, the following procedure will be implemented:

1. Eligible employees requesting a voluntary demotion shall be considered based on their promotional seniority date with other employees who are requesting consideration for the position by promotion or lateral transfer.
2. An employee must meet the qualifications of the position and in the event the employee is unable to perform the new job duties within the first ninety (90) days, the employee will be placed as excess back to their previous location.
3. Employees demoting from a job classification with a higher maximum rate of pay to a job classification with a lower maximum rate of pay shall have their rate of pay adjusted to the appropriate level as determined by the time and rate schedule of the job into which the employee accepts a transfer.

April 28, 1997

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Also Reference Procedure and Ground Rules  
for Clerical Promotions Dated 2-19-96 AND the  
Clerical Demotion and Lateral Agreement Dated  
1-6-12 AND Procedure and Ground Rules for  
Clerical Job Calls Dated 4-29-14

*PROCEDURE AND GROUND RULES FOR CLERICAL PROMOTIONS*

Employees must qualify for the opportunity for promotion in accordance with the Letter of Agreement dated April 28, 1997.

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

1. All clerical positions shall be posted and announced for the period from Monday, 10:00 a.m. through Saturday 12:00 a.m.
2. An employee who is on leave of absence and submits an application while on leave, would be expected to return to work the next business day upon acceptance of a promotion.
3. Employees while on disability or restricted duty, must provide a medical release, within the posting period, stating their return to regular duty within two weeks (14 calendar days). If the employee fails to provide this information, or fails to return to regular duty within the prescribed time frame shall be ineligible for promotion. The Company will continue to ask from the original list of those eligible employees for the open position to be filled.
4. Employees who are on vacation will be contacted at home by management, inquiring whether or not the employee is interested in the position. If management is unable to contact the employee, the running of the job will stop until that employee returns from vacation.

An employee who is on vacation for a period of one week or longer may submit a pre-bid(s) for potential position(s) that will be posted during the period the employee is on vacation.

5. Those positions which require prequalifications, (steno, typing, etc.) must be qualified prior to applying for the position. Employees who are interested in becoming qualified may contact their local HR department to arrange for testing prior to the posting of the position.

Also Reference Procedure and Ground Rules  
for Clerical Promotions Dated 2-19-96 AND the  
Clerical Demotion and Lateral Agreement Dated  
1-6-12 AND Procedure and Ground Rules for  
Clerical Job Calls Dated 4-29-14

6. Those employees who accept a promotion will be promoted effective the day of acceptance. Once the employee accepts a promotion, the employee will not be allowed to change their selection.
7. Employees must be eligible at the time the job posting is formally announced. Any employee who promotes (promotion within the same week) shall not be considered for another promotion during the same week job posting period.
8. The five most senior applicants will be canvassed and phone interviews arranged. The most senior applicant will be required to accept or reject a promotion by the beginning (8:00 a.m.) of the next business day. If the most senior applicant declines the promotion, subsequent applicants will be required to accept or reject the promotion at the time the job offer is made.
9. An employee who is promoted shall be given not more than a ninety (90) days training and qualifying period for determination as to whether or not the employee can meet the job requirements.

In the event the employee is found not competent to perform the work of the new job classification within the first ninety (90) days, the employee will be transferred back to their former job classification and location and be declared excess.

If the demotion occurs after ninety (90) days, the employee will be demoted back to their former job classification and remain in their present location as excess.

April 28, 1997

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Also Reference Procedure and Ground Rules  
for Clerical Promotions Dated 2-19-96 AND the  
Clerical Demotion and Lateral Agreement Dated  
1-6-12 AND Procedure and Ground Rules for  
Clerical Job Calls Dated 4-29-14

Attachment VIII

Promotions to  
Bracket II, Clerical in Nuclear Operations

<u>Nuclear Site</u>	<u>Promoting to Bracket II, Clerical</u>
Braidwood	15
Byron	15
Dresden	15
LaSalle	15
Quad Cities	15
Zion	15
Downers Grove	15

April 28, 1997

September 16, 1997

Mr. Robert A. Joyce  
Vice President and Sr. Asst. Business Manager  
Local 15, I.B.E.W.  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Bob,

Per our conversation today regarding issues pertaining to the Clerical Bracketing Package dated April 28, 1997, I have attached a copy of the 2<sup>nd</sup> Edition of the Clerical Bracketing questions and answers.

In addition, please find attached the revised Exhibit A dated September 9, 1997, which reflects the understanding reached for the part time Entry Clerk time and rate schedule.

You will also notice that Bracket I, and Bracket II have been reclassified, as agreed, to Office Service Representative (Bracket I), and Office Service Specialist (Bracket II).

If you require any further assistance please do not hesitate in calling me at 312/394-4267.

Sincerely,

Linn R. Lasater  
Employee Relations Services Manager

Attachments

cc: M.T. Latino  
T.A. Horwath  
J.R. Krisch  
D.M. O'Connor  
D.M. West  
F.H. Woodin

0388.doorbktlg

17. CLERICAL BRACKETING AGREEMENT – (CONT'D)

**NOTE:**

PAY SCALE INFORMATION HAS BEEN REMOVED. PLEASE REFER TO THE CURRENT CLERICAL WAGE TABLES (CLERICAL EXHIBIT A).



Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 707  
Chicago, IL 60604-0707



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
Local Union 15, I.B.E.W.  
1333 Butterfield Road  
Downers Grove, IL 60515

Dear Mr. Starr:

The Company acknowledges the receipt of and, as a result of general contract bargaining, will include as a part of the Company Letter of Agreement related to Seniority dated February 19, 1996, the letter from R. A. Joyce dated August 14, 1995 which states:

*"Please be advised that it is the intent of Local 15, I.B.E.W. to have the rights and privileges granted in the Seniority Proposal, dated August 14, 1995 (revised February 19, 1996), extended to include any Local 15 Officer or Representative who is on a leave of absence at the time those rights could be exercised."*

As discussed, this inclusion is predicated upon the Company adding to this provision the following:

*Since the timing of a return of an Officer or Business Representatives of Local Union 15 to ComEd is undetermined, management will not be required to maintain excess at any location as a result of this prior declaration and subsequent exercising of these protective rights. The Company will discuss with union leadership an appropriate process for resolving this staffing issue if necessary at that time.*

02/19/96 letter to W. H. Starr  
Page Two

The Company's acceptance of the above is contingent upon successful ratification of the Letter of Agreement related to Seniority to which it is attached. Unless and until the provisions of that letter are accepted, the treatment of Local Union 15 Officers and Business Representatives relative to seniority will remain unchanged.

Sincerely,



Virginia A. Brown  
Employee Relations Manager

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Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60604-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

As a result of the union reorganization, the Company and representatives of Local Union 15, including members of the Executive Board, have had on-going discussions involving seniority related issues. Consistent with previous understandings that requests for seniority revisions which would impact the terms of the Collective Bargaining Agreements would be subject to negotiation, management and the union entered into this period of "good faith" bargaining. This letter specifically proposes additions, deletions and changes to provisions of the contracts required to mutually resolve seniority issues, including:

- standardization and consolidation of Article III of the five Collective Bargaining Agreements consistent with the establishment of Local Union 15 and containing new language relative to layoff and recall processes; and,
- revisions to Exhibit B of the existing contracts to incorporate the changes as described in this document.

The provisions contained in this letter supersede all previous offers or proposals from the Company related to these discussions. Other applicable provisions of the Collective Bargaining Agreements shall continue in full force and effect unless specifically changed by this letter.

**I. Standardization and Consolidation of Article III Language**

- A. The language contained in the five separate Collective Bargaining Agreements will be revised in the next contract to incorporate the provisions of this letter.
- B. Changes to standardize language of the Collective Bargaining Agreements will be made to reflect the formation of Local Union 15.

- C. Specific revisions to layoff and recall provisions have been established through interest-based negotiations and are reflective of the Company's and the Union's shared concerns. These changes are described in the provisions contained in this letter.

**II. Revisions to Exhibit B of the Collective Bargaining Agreement**

- A. The Lines of Promotion and Demotion, Exhibit B, contained in the five separate Collective Bargaining Agreements will be revised in the next contract to incorporate the provisions of this letter.
- B. The Company and the Union have agreed to continue the utilization of an informational posting process to facilitate the movement of employees in a manner which provides for employment opportunities, expanded flexibility and career advancement. The transfer of a qualified employee as a result of an informational posting will be handled in accordance with the guidelines effective at the time the employee accepts the new position.

**III. Establishment of Clerical Promotional Series**

The Company and the Union have agreed to establish system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period effective at the start of the pay period immediately following notification by Local Union 15 of acceptance of this letter.

- A. Lines of promotion and demotion in accordance with Exhibit B of the Collective Bargaining Agreement will be based on promotional service date on a system-wide basis for an initial twelve (12) month period effective at the start of the pay period immediately following notification by Local Union 15 of acceptance of this letter. Promotional service date is defined as the time accrued in all clerical positions.
- B. The continuation of system-wide promotional opportunities for employees in clerical job classifications after the twelve (12) month period requires the mutual consent of both the Company and the Union. Notification by both parties stating their consent to continue system-wide seniority for employees in clerical job classifications must be received before the fifteenth of the final month of the initial twelve (12) month period.

- C. In the event the Company and the Union are unable to reach mutual agreement to continue system-wide seniority after the initial period, for the purposes of promotions and demotions, three separate clerical promotional series will be established effective on the first day of the month following the end of the initial period.

- 1) Incumbent employees in the respective work locations covered by each promotional series will be placed on one of three merged seniority lists as follows:

<u>Promotional Series</u>	<u>Business Unit</u>	<u>Locations</u>
Promotional Series A	Nuclear Operations	Nuclear Generating Stations Downers Grove (Nuclear) Production Training Center (PTC)
Promotional Series B	General Office	General Office Departments
Promotional Series C	Commercial Ops./ Fossil Operations	Commercial Locations Fossil Generating Stations Downers Grove (Fossil)

- 2) Lines of promotion and demotion in accordance with Exhibit B of the Collective Bargaining Agreement will be based on promotional service date within each promotional series. Promotions will be permitted in accordance with the procedures and groundrules for promotions described in this letter as follows:

- ★ within and across nuclear business unit work locations
- ★ within and across General Office departments
- ★ within and across commercial and fossil business unit work locations

- D. Incumbent clerical employees, at the time separate promotional series by business unit group are established, will be provided a one-time opportunity to promote, contingent upon their seniority, to a preidentified location in one of the other two promotional series at the time of an available opening. They would be considered in accordance with their seniority ranking with other eligible employees for promotion consistent with Exhibit B of the Collective Bargaining Agreement. Employees will be required to identify their work location of choice, if that should be in another business unit group from their current work site, by the fifteenth of the month following the end of the initial period.
- E. Employees who refuse a promotion to their selected location or accept a promotion offered in accordance with the provisions of this letter will not be eligible for future consideration for promotion outside of their then current promotional series.
- F. The Company and the Union have discussed several important issues which impact clerical promotional opportunities and have established a joint-commitment to enter into good faith negotiations as soon as practicable in 1996. These discussions are intended to include bracketing of job classifications by functions and competencies, as well as other associated issues.
- G. The Company and the Union have discussed and reached an understanding relative to process improvements to facilitate the filling of clerical vacancies. The procedures and groundrules for clerical promotions dated February 19, 1996 will become effective as soon as practicable following acceptance of this letter (see Exhibit # 1).
- H. The Company and the Union have agreed to a ninety (90) day period to integrate the current General Office departmental job classifications into the system-wide seniority process. General Office employees will be eligible for promotional opportunities within the current departmental locations only until such time as the ninety (90) day integration process is finalized. Should the revisions required to integrate the General Office into the system-wide process be accomplished before ninety (90) days, the parties will agree to a mutually acceptable date for the inclusion of General Office employees into the system-wide seniority process.
- I. Existing lateral, transfer and demotion policies will be terminated on the implementation date of system-wide seniority (not inclusive of the ninety (90) day implementation period discussed in III. H. above).

**IV. Establishment of Production Physical Promotional Series**

- A. Lines of Promotion and Demotion in Exhibit B establish the utilization of separate promotional series for each nuclear and fossil generating station.
- B. Promotional Series for production will be established in Exhibit B for each department in the following groups:

<u>Fossil</u>	<u>Nuclear</u>
Operating	Operating
Operating (Joliet only)	Electrical Maintenance
Electrical Operating	Mechanical Maintenance
Mechanical Operating	Instrument Maintenance
Turbine Operation	Radiation Protection
Boiler Operation	Chemistry
Switchboard Operation	Material Handling
Coal Plant Operation	Fuel Handling
Electrical Maintenance	
Mechanical Maintenance	
Instrument Maintenance	
Material Handling	

The "Individual Job Classifications Not a Part of Any Promotional Series" will be maintained.

**V. Lateral Transfers for Production Physical Job Classifications**

- A. Employees in fossil and nuclear maintenance job classifications at or above the current maximum rate of pay of \$22.41 will have the opportunity to lateral prior to filling an open position by promotion to identified vacancies in the same job classifications performing like duties in other work locations within their respective promotional series.
- B. Eligible employees may request a lateral transfer in accordance with the "Procedures and Groundrules for Lateral Transfer" dated February 19, 1996 (see Exhibit # 2).

- C. Further applicability of this lateral policy will be discussed between management and union representatives of the respective business units prior to October 31, 1996 for the following departments:

<u>Fossil</u>	<u>Nuclear</u>
Operating	Radiation Protection
Operating (Joliet only)	Chemistry
Electrical Operating	Material Handling
Mechanical Operating	Fuel Handling
Turbine Operation	
Boiler Operation	
Switchboard Operation	
Coal Plant Operation	
Material Handling	

**VI. Establishment of Commercial Physical Promotional Series**

**A. Seniority**

- 1) Employees in physical job classifications in the following Commercial Business Unit promotional series will have system-wide seniority within their department.

Overhead	Division Meter
Underground	Stores/Tool Room
Substation Construction	Transportation
Substation Operating	

- 2) Seniority lists will be merged based upon the current seniority dates of incumbent commercial physical employees. If two or more employees have the same seniority date, the employee with greater company service will be considered the senior employee.
- 3) The promotional series for System Meter Shop, System Shops and Tool Services and Transportation Field Service will not be affected and will remain separate promotional series. The promotional series for Transportation System Auto Shop (Villa Park) will be merged with the Transportation Department.



- 4) Employees in the Electrical Mechanic B job classification inside the city (non-automatic progression) will have their seniority adjusted at the time they promote to Electrical Mechanic to reflect their seniority position relative to employees in the Electrical Mechanic B job classification outside the city (automatic progression) as of the date of this Letter of Agreement.

B. Promotions

- 1) Employees in the following job classifications, who meet the minimum necessary qualifications of a higher level job classification, will have the opportunity (after allowing for the lateral transfer process) to promote to that job within their department. Eligible employees for promotional opportunities on a system-wide basis are:

<u>Overhead</u>	<u>Underground</u>	<u>SSC</u>
Troubleshooter Overhead Electrician, Special Overhead Electrician	Cable Splicer, Special Cable Splicer	Electrical Mechanic
<u>Division Meter</u>	<u>Stores</u>	<u>SSO</u>
Power Meter Servicer Dispatcher, District Meter Work Service Mechanic Meter Servicer Meter Servicer, Jr. Gr. Meter Reader	Material Handler, Sr. Yard Operations Material Handler, Senior Material Handler Material Delivery Driver Material Handler I Helper, Stockroom Shop Mechanic Supply Controller	Substation Operator
<u>Transportation</u> Mechanic, Transportation Equipment Mechanic B, Transportation Equipment		

- 2) Eligible employees will be considered for promotion in accordance with the "Procedures and Groundrules for Promotions" dated February 19, 1996 (See Exhibit # 3).

C. Construction Schools/SSO Entry-Level Positions

- 1) Construction schools in the Overhead, Underground and Substation Construction Departments will be conducted on a system-wide basis. The sites of the training schools will be determined by management.
- 2) Eligibility for consideration for admission to a construction school will be open to ComEd employees in physical job classifications at the "B" level classification and below (except those "B" level employees in an automatic progression promotional series) and employees in clerical job classifications below the minimum rate of pay of the General Clerk I level. Employees desiring consideration must meet the minimum qualifications for acceptance.
- 3) Qualified employees identified in B.2 above will be provided the opportunity to enter the apprenticeship training program based on service.
- 4) For purposes of the apprenticeship training program, management will identify the training school location as well as the regions to which employees will be assigned during their apprenticeship. Selection of regions to which employees will be assigned will be based on service.
- 5) Assignments after successful completion of the apprenticeship training programs will be identified by management at the time of completion of the training program. Employees will select their assignments to the identified locations by service.
- 6) Eligibility for consideration for promotion to entry-level Substation Operator positions will be open to I.B.E.W. ComEd employees. Employees desiring consideration must meet the minimum qualifications for acceptance.

**VII. Lateral Transfers for Commercial Physical Job Classifications**

- A. Employees in the following job classifications will have the opportunity to lateral on a system-wide basis to vacancies in the same job classifications in other locations within the Company. Eligible employees for lateral opportunities are:

<u>Overhead</u>	<u>Underground</u>	<u>SSC</u>
Crew Leader, Line Service Electrician Troubleshooter Overhead Electrician, Special Overhead Electrician	Crew Leader, Cable Cable Splicer, Special Cable Splicer	Crew Leader, Construction Electrical Mechanic
<u>Division Meter</u>	<u>Stores</u>	<u>SSO</u>
Primary Meter Servicer Power Meter Servicer Dispatcher, District Meter Work Service Mechanic	Material Handler, Sr. Material Control Material Handler, Sr. Yard Operations Sr. Shop Mechanic Principal Supply Controller	Area Operator
<u>Transportation</u>		
Mobile Equipment Mechanic Mechanic, Transportation Equipment		

- B. Lateral transfers will only be allowed to like job classifications (i.e., Crew Leader, Line to Crew Leader, Line). However, employees in the Troubleshooter classification will also have the opportunity to lateral transfer to the Overhead Electrician, Special job classification and assume the new job title and responsibilities.

Area Operators accepting lateral transfers to/from positions inside/outside the Chicago Regions will have their rate of pay adjusted in accordance with the pay differential for inside/outside Area Operator positions.

- C. Eligible employees may request a lateral transfer in accordance with the "Procedures and Groundrules for Lateral Transfers" dated February 19, 1996 (see Exhibit # 2).

**VIII. Miscellaneous Issues for Commercial Physical Job Classifications**

- A. For purposes of upgrading and other assignments, seniority within a department at a location will continue to govern.
- B. The provisions in this letter supersede previous lateral, transfer or demotion policies throughout the Company for employees in physical job classifications in commercial business unit departments. Effective the date of acceptance of this letter, previous policies and practices will cease.

**IX. Layoff and Recall Provisions Revised and/or Superseded (Article III)**

As a result of several intense and focused discussions regarding proposed revisions to sections of Article III of the contracts relative to layoffs and recall rights, the Company and the Union have established an understanding reasonably satisfying the interest of both parties. The Company and Representatives of Local Union 15 were mutually concerned about lessening the impact of the layoff process on long service employees and limiting the occurrence of seniority conflicts resulting from "bumping down". Additional corporate objectives include minimizing system-wide disruption, making economically sound decisions relative to employee relocation and retraining, and retaining Company protections currently afforded in the language of the Collective Bargaining Agreements. In consideration of these strategies, the following revisions will be made effective the date of acceptance of this letter. It is understood that "bumping rights" apply only in the event of a layoff situation.

- A. The provisions previously contained in Article III of the existing Collective Bargaining Agreements identified below will be abolished and superseded by the revisions relative to layoff and recall rights contained in this letter:
- Sections 11 (except for paragraphs 1 and 2) and 12 (outside Clerical)
  - Sections 15 (except for paragraphs 1 and 2), 16 and 17 (outside Physical)
  - Sections 8 (except for paragraphs 1 and 2) and (Powerton/Kincaid)
  - Sections 15 (except for paragraphs 1 and 2), 16 and 17 (inside Physical)
  - Sections 16 (except for paragraphs 1 and 2), 17 and 18 (inside Clerical)

Specifically,

- 1) Revisions to Article III will standardize the layoff provision for physical job classifications inside and outside of the city consistent with the language contained in this letter. Language previously contained in the inside the city physical contract (Local Unions 1359, 1366, 1367 and 1399) will be revised to eliminate departmental seniority.
  - 2) Revisions to Article III will standardize the layoff provision for clerical job classifications inside and outside of the city consistent with the language contained in this letter. Language previously contained in the inside the city clerical contract (Local Union 1427) will be revised to eliminate departmental seniority.
- B. An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of his or her present work location shall retain the right to recall as defined in the Collective Bargaining Agreement.
- C. An employee laid off as a result of the application of IX.B above, who is not recalled within the provisions contained in the Collective Bargaining Agreement within two years shall have no further rights to reemployment.
- D. Article III, Section 13 (outside Clerical); Article III, Section 18 (outside Physical); Article III, Section 8 (Powerton/Kincaid); Article III, Section 18 (inside Physical); and Article III, Section 20 (inside Clerical) shall be modified so that employees who, as the result of the application of the layoff provisions contained in this Proposal, are eligible for recall, may be offered the opportunity subsequent to being laid off to accept entry level positions in the event hiring is taking place in other departments in which the employee is not subject to recall provided they are qualified and there are no former employees of that department who must be offered the jobs in accordance with the provision of this Article.
- Employees accepting employment outside of a department from which they have recall rights will not maintain any rights to transfer to the job classification from which the employee was laid off.
- E. An employee who declines employment into a position outside the department from which the employee was laid off shall retain the right to recall as defined in the Collective Bargaining Agreement.

**X. Reduction in Force (Layoff) Clerical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Seniority for clerical employees specific to the layoff process will be established within three respective business unit groups as follows:
- Nuclear clerical employees
  - Commercial/Fossil clerical employees
  - General Office clerical employees
- B. Promotional service date in each of their respective business unit groups above will determine which employees shall:
- 1) be transferred or demoted to the next lower job classification within their respective business unit group in which they previously had performed the work; or,
  - 2) be demoted to the next lower job classification within their respective business unit group, provided they are able to perform the work.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the workforce reduction steps described in X. A and B above, employees in the entry level job classifications, General Clerk III level and below, will be merged across business unit groups onto one list and their respective service dates will govern. If the required number of layoffs necessary are not achieved at these entry levels, the process would then involve employees in other job classifications within the business unit group(s) implementing the downsizing effort based upon seniority in their individual promotional series.
- D. Management will determine the need to rebalance the workforce across business units as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing provided they are able to perform the work and meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access and the Company Fitness of Duty Access Authorization Programs as described in CNSC # 200 and CNSG #500 must be met.

**XI. Reduction in Force (Layoff) Production**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Generating station employees in the following promotional series from all fossil plants will be combined by department in seniority date order:
  - Coal Plant Operation
  - Electrical Maintenance
  - Mechanical Maintenance
  - Instrument Maintenance
  - Material Handling
  
- B. Generating Station employees in the operating promotional series identified below will be combined by department in seniority date order by fossil plants as follows:
  - a. Stations: Collins, Joliet 9, Joliet 29, Powerton, Kincaid  
Promotional Series: Operating, Operating (Joliet only)
  
  - b. Stations: Crawford, Fisk  
Promotional Series: Electrical Operating, Mechanical Operating
  
  - c. Stations: Will County, Waukegan  
Promotional Series: Boiler Operating, Turbine Operating, Switchboard Operating
  
  - d. As the fossil plants listed in Section 2(b) and 2(c) above are converted to unitized control operations, employees who are trained, qualified and demonstrate performance will be combined with the respective job classifications in those promotional series identified in Section 2(a) above on a merged seniority basis.
  
- C. Employees with the least seniority on these merged lists shall:
  - 1) be demoted to the next lower job classification in accordance with the lines of demotion set forth in Exhibit B; or,

- 2) be transferred or demoted to a job classification within the fossil business unit in any departmental promotional series in this Agreement in which they previously had seniority provided the job classification to which they are transferred or demoted is not higher than the highest job they had previously held in that promotional series.
- D. Seniority for employees in all other promotional series as listed below, in the nuclear business unit, will apply on a station-by-station, department-by-department basis for purposes of demotion/bumping rights (applied as described in paragraph C. 1 and 2 above within their respective station):

Nuclear

Operating	Radiation Protection
Electrical Maintenance	Chemistry
Mechanical Maintenance	Material Handling
Instrument Maintenance	Fuel Handling

- E. In the event that a layoff becomes necessary employees in the fossil operating promotional series listed in XI. B demoted as a result of the application of demotion/bumping rights (as described in paragraph C. 1 and 2 above) may displace, contingent upon meeting the respective qualifications, employees in the auxiliary operator and equipment attendant, 2nd grade job classifications who have less seniority on a merged basis across the fossil generating stations. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.
- F. Production employees identified for demotion or transfer upon completion of the workforce reduction steps described in XI. A, B, C, D and E, above will be merged into one list in service date order.
- G. In the event that a layoff becomes necessary, and the affected employees on the merged list as described in XI. F above have greater service than station laborers in the production business units, these employees may, contingent upon meeting the respective qualifications, displace employees in the station laborer job classification across the fossil and nuclear generating stations. Locations and the number of available positions for demoted or transferred employees will be determined by management and offered to qualified employees based on service.

Also Reference Fuel Handling  
Agreement Dated 4-23-02



Employees eligible to transfer or demote into another production business unit as a result of the application of this letter, must meet all qualifications, including testing requirements, as specified by the receiving business unit. For assignment in a nuclear generating station, all medical requirements, radiological requirements, requirements for unescorted access and the Company Fitness for Duty Access Authorization Programs as described in CNSC # 200 and CNSG #500 must be met.

- H. Demoted employees displacing auxiliary operator, equipment attendant, 2nd grade or station laborers as a result of a layoff in accordance with XI. E and XI. G respectively, will be afforded special consideration as follows:
- 1) The rates of pay for these employees would not be adjusted until after a three (3) month "transitional period" from the time of placement into their new positions, during which the employees may be assigned work of lower job classifications and receive site specific training, etc.
  - 2) Demoted employees will be afforded preferential seniority to facilitate their return to their previous level by being placed in respective order at the top of each auxiliary operator, equipment attendant, 2nd grade or station laborer seniority list for each site.
  - 3) These employees will be afforded a one-time opportunity to return to their former work location should an opening occur in their previous job classification. This opportunity will be effective only for the period of time that these employees are placed into auxiliary operator, equipment attendant, 2nd grade or station laborer job classifications. This offer will also be voided should the employee accept a promotion at the new location.
  - 4) Employees refusing a promotion at their new work location during the transitional period will have their rate of pay adjusted to the maximum rate of pay of the auxiliary operator, equipment attendant, 2nd grade or station laborer job classification.

- I. In the event of the closing of a generating station, the Company will discuss the impact and determine the appropriate utilization of bargaining unit employees after placement in accordance with the layoff procedure contained in this letter. Station management may, at their discretion, determine based upon workload a need to assign demoted production employees who have exercised their bumping rights into the auxiliary operator, equipment attendant, 2nd grade or station laborer job classification, to work commensurate with their actual level of training, expertise and rate of pay prior to demotion.
  
- J. Management will determine the need to rebalance the workforce as a result of implementing the provisions of this letter. Employees will be transferred on a volunteer basis in seniority order prior to reassignment to locations requiring additional staffing.

**XII.Reduction in Force (Layoff) Commercial Physical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

- A. Management will identify the number of employees by job classification whose positions have been eliminated.
  
- B. Employees who are lowest on the seniority list within the job classifications identified will be demoted to available positions in the next lower job classification within their promotional series provided they have previously held seniority in that job classification.
  
- C. Employees who have not held seniority in a lower job classification within their promotional series (or are in the lowest job classification within their promotional series) will be demoted and allowed to displace employees in identified available positions in the following job classifications:

Garage Attendant  
Helper, Construction  
Helper, Stockroom  
Meter Reader

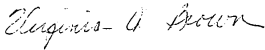
Displacement of employees in the above job classifications by demoted employees will be based on Company service provided the demoted employee meets the minimum qualifications of the position. Minimum qualifications will be defined as previous experience in the job classification or meeting the entrance testing requirements of the position.

- D. Employees who are demoted and do not meet the minimum qualifications of the classifications identified above (or have lesser service), and employees who are displaced by demoted employees will be subject to layoff.

In addition to the terms above, the Company agrees to apply the additional provisions contained in the letter to William H. Starr from J. Stanley Graves dated February 19, 1996 (See Attachment A).

The provisions contained in this letter will be effective upon ratification of the Memorandum of Agreement dated February 19, 1996. It is expected this letter will bring our current discussions regarding seniority to a mutually satisfactory conclusion.

Very truly yours,



Virginia A. Brown  
Employee Relations Manager

cc: J. S. Graves J. R. Krisch  
M. T. Latino D. M. O'Connor  
T. A. Horwath M. A. Wojcik

**EXHIBIT #1**

**PROCEDURES AND GROUNDRULES FOR CLERICAL PROMOTIONS**

The intent of the following guidelines is to ensure a timely and consistent method for filling clerical positions. Procedures and groundrules for clerical promotions are as follows:

- Employees must qualify for promotional opportunities in accordance with the Seniority Letter of Agreement dated February 19, 1996.
- The Company will provide information on available openings in "pool" and "listed" clerical job classifications through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.
- A canvassing procedure will be utilized of eligible employees as determined by the Seniority Letter of Agreement dated February 19, 1996.
- The Company will post a notification of openings in bid clerical job classifications for five (5) calendar days. Eligible employees will be required to submit an application either through Company mail, the U.S. Postal Service, or by fax, prior to the end of the bid period.
- The first employee canvassed, either for "pool" and "listed" clerical positions or for "bid" clerical positions will be required to accept or reject a promotion by the beginning of the next business day. Subsequent candidates canvassed will be required to accept or reject a promotion at the time they are canvassed.
- Interviews, when required, may be conducted by telephone.
- Visits to other offices or Company work locations will not be permitted on Company time or at Company expense. The employee may be provided the opportunity to observe a similar job at his or her present work location.

February 19, 1996

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Also Reference the Clerical Demotion and Lateral Agreement Dated 1-6-12 AND Procedure and Ground Rules for Clerical Job Calls Dated 4-29-14

## EXHIBIT # 2

### PROCEDURE AND GROUNDRULES FOR PHYSICAL LATERAL TRANSFERS

Employees must qualify for the opportunity for a lateral transfer in accordance with the Seniority Letter of Agreement dated February 19, 1996.

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a lateral transfer after completing the first year of actual experience within a job classification as identified in the Seniority Letter of Agreement dated February 19, 1996 as qualifying for lateral transfers.

Eligible employees must have submitted and have on file an application form indicating their interest in a lateral transfer and identifying the location to which they would accept assignment prior to the vacancy being declared open.

When a vacancy or opening occurs in an identified job classification and management has determined the position will be filled, before promoting to the position, the following procedure will be implemented:

- 1) The file or requests for lateral transfers will be reviewed and the most senior employee requesting the lateral transfer to the location will be identified.
- 2) The employee must meet the qualifications of the position and be qualified to perform all job duties of the classification at the time of the lateral transfer.
- 3) The employee who is unavailable for reassignment within a reasonable time may be by-passed but will maintain eligibility for future consideration.
- 4) The employee who refuses a lateral transfer at the time a vacancy is being filled will not be eligible for future consideration to the same location for at least six months.
- 5) The employee who is transferred will not be eligible for a subsequent lateral transfer for a period of time as follows:

• Commercial Physical	6 months
• Fossil Physical	2 years
• Nuclear Physical	2 years

Also Reference Memorandum of Understanding  
for Guidelines for Filling Physical Jobs in  
Commercial Divisions Dated 10-31-08

It is management's responsibility to determine the appropriate utilization of lateral transfers to distribute or reallocate employees in the identified job classifications based upon staffing requirements and operating conditions. It is not the intent of management to increase the overall staffing level at a location as a result of a lateral transfer.

If a position in a production maintenance job classification at or above the A level is to be filled, the position will be filled by promotion prior to posting for a lateral transfer in accordance with the above guidelines, if an incumbent employee at the B level eligible to promote at the location of the opening has at least three and one-half (3 1/2) years seniority in the B level job classification.

February 19, 1996

### EXHIBIT # 3

#### PROCEDURES AND GROUNDRULES FOR COMMERCIAL PHYSICAL PROMOTIONS

- Employees must qualify for the opportunity for promotion in accordance with the Seniority Letter of Agreement dated February 19, 1996.
- The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.
- When management has determined a vacancy is to be filled by promotion (after allowing for the lateral transfer process), the following procedure will be implemented:
  - 1) The position will be posted system-wide for a period of seven (7) calendar days. The posting will identify the job classifications, location and minimum qualifications required.
  - 2) Qualified employees within the appropriate department, will have the opportunity to express an interest in the promotion by submitting a request form within the posting period.
  - 3) Qualified employees must be capable of performing all of the duties of the posted position.
  - 4) The employee who is unavailable for reassignment within a reasonable time may be by-passed but will maintain eligibility for future consideration.
  - 5) The positions will be offered by seniority to available and capable employees.

February 19, 1996

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Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767

Attachment A

February 19, 1996



Mr. William H. Starr  
President and Business Manager  
Local 15, I.B.E.W.  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

As you are aware, the Company and Local Union 15 representatives have engaged in long and intensive negotiations related to revisions in seniority provisions reflective of the amalgamation of System Council U-25. At the time of the amalgamation, Local Union 15 leadership strongly expressed that completing these negotiations was a primary objective. While it is understood that proposals from the Company offered substantial improvements requested by the union, it is recognized that the key area of contention remains the proposed bumping and layoff procedure contained in the final seniority offer from the Company dated February 19, 1996.

The purpose of this letter is to establish that, effective immediately through September 30, 1997, concurrent with the term of the Collective Bargaining Agreement, the Company will agree to apply, subject to ratification, the following provision in addition to those specified in the final seniority offer from the Company dated February 19, 1996:

In the event of a reduction in force resulting in the application of the layoff and bumping provisions contained in this agreement between February 19, 1996 and September 30, 1997, the three separate pool groups established at the entry level in production, clerical and commercial physical respectively, will be combined. The affected job classifications are as follows:

- General Clerk III and below (Clerical)
- Station Laborer (Production)
- Garage Attendant (Commercial)
- Helper, Construction (Commercial)
- Helper, Stockroom (Commercial)
- Meter Reader (Commercial)

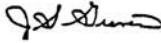
Affected employees subject to layoff from an entry level job classification in one pool group with more service than employees in other entry level job classifications in the other two pool groups will be offered the opportunity to bump an employee with less service. Employees will be required to meet the qualifications and testing requirements of the entry level position in order to exercise their bumping rights



Page two

It is my understanding that, with the application of the seniority provisions of the Letter of Agreement dated February 19, 1996 and the provision contained in this letter, this successfully concludes discussions related to seniority. It is further understood that seniority provisions contained in the Collective Bargaining Agreement may be subject to further negotiation at the expiration of the current terms on September 30, 1997.

Sincerely,



J. Stanley Graves  
Vice President

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Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Rd., Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

The Seniority Letter of Agreement dated February 19, 1996, includes a provision to establish system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period. As you know, resolution of this issue was extremely difficult because the union's interest in the on-going expansion of promotional opportunities causes management, taking into consideration the high number of clerical job classifications, to be concerned about the experience level and stability of the work force. The Letter of Agreement dated February 19, 1996, provides opportunities to meet the objectives presented by both parties during the negotiating process.

Article III, Section F of the letter referred to above, includes the Company's commitment to enter into "good faith" negotiations as soon as practicable in 1996 to resolve several important issues which impact clerical employees' movement and flexibility. As expressed, it is significantly important to both the company and union to successfully conclude these pending discussions. It is understood that discussions will include initiatives such as:

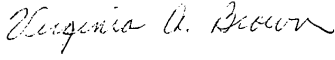
- Bracketing of clerical job classifications by functions and competencies, identifying specific qualifications for the higher job classifications including education level and requirements for minimum years of experience within the respective promotional series or job classification;
- Work practice and productivity improvements to enhance efficiencies in the respective business units;
- Continuation of system-wide seniority for clerical job classifications; and,
- Application of lateral transfer or demotion policies.

A Unicom Company

It is understood that the respective company and union negotiating committees for these discussions will be identified by May 1996. Meetings will be scheduled on a regular basis (approximately four (4) per month) beginning in June 1996. Management and the Union may mutually agree upon an adjusted schedule if necessary.

I am confident that, if the Company and Local Union 15 commit the appropriate resources and personnel to these discussions, we will be successful in reaching an agreement that meets our joint interests in a collaborative manner. Please call me should you have any questions by March 1, 1996, or I will assume that this understanding is reflective of our conversation.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager

Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road  
Downers Grove, IL 60515

Dear Mr. Starr:

Subsequent to the conclusion of seniority discussions resulting in the Seniority Letter of Agreement dated February 19, 1996, a question arose with respect to the elimination of existing lateral and demotion policies as they exist in various locations. The Company recognizes that certain employees have been relocated at the direction of the Company. There are a limited number of these employees who have individually been provided protection for a one-time return to their previous work location, not specifically as a result of a local or Company policy.

It is not the Company's intent to deny these employees their one-time return opportunity per a previous understanding. The Company will work with Local Union 15 to identify these employees to ensure, unless otherwise modified, that their eligibility for consideration to return to their previous work location is honored. It is intended that this task will be completed within 30 days following acceptance of the Seniority Letter of Agreement dated February 19, 1996.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager

642naga.doc

Commonwealth Edison Company  
125 South Clark Street  
P.O. Box 767  
Chicago, IL 60690-0767



February 19, 1996

Mr. William H. Starr  
President and Business Manager  
I.B.E.W., Local Union 15  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr:

It was intended that the Seniority Letter of Agreement dated February 19, 1996, would bring discussions regarding seniority related issues to a successful conclusion. Should any of the job classifications in the Collective Bargaining Agreements have been inadvertently omitted in this document, the Company proposes, if necessary, to discuss the impact on these positions of the proposed seniority concepts and associated subjects with Representatives of Local Union 15 as soon as practicable. However, unless otherwise modified, seniority for employees in these job classifications will be handled in accordance with the provisions of the current Collective Bargaining Agreements.

Please call me should you have further questions by February 26, 1996 or I will assume that this understanding is reflective of our conversation.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia A. Brown".

Virginia A. Brown  
Employee Relations Manager

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**Attachment I**

**MEMORANDUM OF UNDERSTANDING  
October 31, 2008**

**Physical Lateral Agreement**

Agreement to extend the ability to lateral to all Physical Classifications applying the same rules as listed in "Guidelines for filling Physical Jobs in Commercial Division "

All classifications will be posted for lateral consideration. Classifications that are part of automatic progression will not be eligible for lateral until they receive the A rate.

Employees in entry-level positions must have one year of service before having the opportunity to lateral.

**Attachment II                      Physical Lateral Guidelines**

**GUIDELINES FOR FILLING PHYSICAL JOBS IN COMMERCIAL DIVISION**

**DATED 07/06/1998**

**REVISED 01/06/1999**

**Revised 4/23/03**

**Revised 10/31/08**

1. The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, 800#, and other electronic and printed communication mediums as may be appropriate.
2. The Employee Service Center 800 phone line (1-877-EXELON or 1-877-739-3566) is available at all times for current information on physical jobs.
3. The Company will make every effort to place qualified excess employees before filling job openings by lateral or promotion.
4. Both lateral and promotional openings shall be posted and announced for the period from Monday, 10:00 a.m. through Sunday, 12:00 midnight.
5. All classifications will be posted for lateral consideration. Classifications that are part of automatic progression will not be eligible for lateral until the employee achieves the A rate.
6. Employees in entry-level positions must have one year of service before having the opportunity to lateral.
7. Lateral transfers will only be filled on a "like for like" basis.
8. The Company will process a maximum of three lateral requests prior to making a promotion. The promotion will occur wherever the vacancy exists.
9. If an employee should promote within their 90-day qualifying period, their 90-day qualifying period would start over at their new location.
10. Employees unable to perform the job requirements within the 90-day qualifying period will be demoted to other previous job title and will be sent back to their former location. A demotion after 90 days will result in the employee being demoted to their previous job title at their present location.
11. The effective date of the job promotion or lateral move is the day the employee accepts the job. Once acceptance has been made, employees cannot change their minds.
12. An employee who is on vacation may submit a pre-bid for potential position(s) that will be posted during the period the employee is on vacation.

13. An employee who submits an application while on leave of absence will be expected to return to work the next business day upon acceptance of a new job.
14. An employee who submits an application for a lateral transfer while on disability or restricted duty must provide a medical release stating that he or she would be able to report to "full duty" within two weeks (14 calendar days). The medical release must be provided before the promotional call. If the employee fails to provide this information, he or she is ineligible for the lateral call. Availability will be determined by the ComEd Occupational Health Services Department.
15. An employee who submits an application for a promotion while on disability or restricted duty must provide a medical release stating that he or she would be able to report to "full duty" within 21 days. The medical release must be provided before the promotional call. If the employee fails to provide this information, he or she is ineligible for the promotional call. Availability will be determined by the ComEd Occupational Health Services Department.
16. Persons unable to perform all requirements of a job due to medical restrictions may be denied a lateral move or promotion into that specific job.
17. An employee who has accepted a lateral transfer can only lateral back to the same location in Round 2 or Round 3 if it is a different shift.
18. Anyone who has signed an "intent to retire" is not eligible to lateral.
19. Upon the completion of the third lateral for locations that have fixed shifts, the remaining openings will be offered to existing individuals at that specific location prior to promotion.
20. All future laterals & promotional opportunities will be done by conference calls or individual calls if there are just a few people needed to be called.
21. The Company will be responsible to supply a hard line for the conference call if there is a question of any known cell phone connection disturbance/disconnection problems. The Company will afford the opportunity to use a hard line.



**Exelon Business Services Company, Exelon Generation Company, LLC  
Commonwealth Edison Company  
and  
Local Union 15, I.B.E.W.  
Memorandum of Agreement  
Reached in Collective Bargaining as of  
December 27, 2001**

This Agreement is made by and between the International Brotherhood of Electrical Workers, Local Union 15 (the "Union") and Exelon Business Services Company ("BSC"), Exelon Generation Company, LLC ("Exelon Nuclear"), and Commonwealth Edison Company ("ComEd") (collectively, the "Company") effective as of the date set forth above. The parties hereby agree as follows:

**1. Voluntary Severance Plan**

The Company is authorized to implement a Voluntary Severance Plan (VSP), the benefits of which are the same as offered in the spring 2001 collective bargaining negotiations between the parties and are set forth in the VSP benefits and plan documents attached as Exhibits 1(a) and 1(b). These terms include provision for payment by the Company of the employer share of COBRA benefits (at the current ratio of 80% Company and 20% employee) for an 18-month period for those employees who are not eligible for or do not elect retiree medical benefits.

**2. Term of Agreements**

The current collective bargaining agreement term shall be extended for Exelon Nuclear to September 30, 2005 and for ComEd and BSC to September 30, 2006 with the parties' agreement concerning this issue set forth in Exhibit 2, CBA Extensions and Renewal, and with the following additional general wage increases: 4.0% on April 1, 2004 for Exelon Nuclear, ComEd, and BSC; 4.0% on April 1, 2005 for Exelon Nuclear, ComEd, and BSC; 4.0% on April 1, 2006 for ComEd and BSC.

**3. Contracting and Management Doing Bargaining Unit Work**

The acceptance of the VSP by Local 15 bargaining unit members is in no way to be construed as a negotiated reduction of its workforce by Local 15 as referenced in the Hyman Cohen arbitration award. The Company agrees that neither management nor contractors shall do the work of bargaining unit employees as a result of acceptance of the VSP by bargaining unit employees.

Nothing in this agreement is intended to alter, delete, supercede, suspend or negate any provision of the current collective bargaining agreement or any arbitration award.

**4. 2001 Layoffs**

The Union has submitted to arbitration grievances with respect to alleged violations of the CBA concerning the Company's layoff of bargaining unit employees in 2001, including but not limited to issues concerning the layoff process, contracting of work, and the provision of certain severance benefits. Nothing in this Agreement shall affect the right of either party with respect to arguments that each may submit in that arbitration. Final determination of these grievances is pending.

**5. Wage Protection**

During the terms of the agreements, the Company agrees to provide six months' base wage rate pay protection for any employee demoted to a lower rated classification as a result of a reduction in force. For such six-month period, the demoted employee shall continue to receive the same base wage rate as the employee had received in the employee's previous job classification.

**6. Application of VSP**

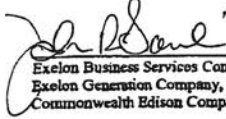
If the Company elects to reduce the number of employees in a workgroup through March 31, 2004, it shall first offer the VSP to employees in the affected workgroup in order of seniority. If the Company determines that it is necessary to layoff employees in the affected workgroup because an insufficient number of employees elect to take the VSP, then the Company will make the VSP available to a number of those employees who are laid-off which is equal to the difference between the number of employees targeted for reduction and the number of employees who elected to take the VSP. Laid-off employees who are so offered the VSP will be eligible to elect the VSP for the period the laid off employees are eligible for recall and have not been recalled under the terms of the CBA. Employees who elect to take the VSP shall waive their recall rights. An employee who is laid off and does not elect the VSP will automatically qualify for the severance benefits set forth in the May 9, 1997 Memorandum of Understanding signed by, among others, ComEd and IBEW Local 15, to the extent the employee's layoff is covered by that MOU.

**7. Reservation of Rights**

Except as set forth in this agreement, by accepting the VSP, neither the Company nor the Union waives any legal rights or obligations that existed prior to the VSP.

8. **Ratification**

The Agreement must be ratified and the Company must receive notification of such ratification no later than December 31, 2001 or this Agreement will be void and of no effect.

  
Exelon Business Services Company,  
Exelon Generation Company, LLC,  
Commonwealth Edison Company

Dated: December 27 2001

  
Local Union 15, I.B.E.W.

Dated: 12/27/01

**John R. Samoils**  
Vice President,  
Employee & Labor Relations

Telephone 312.394.4935  
Fax 312.394.8796  
www.exeloncorp.com  
john.samoils@exeloncorp.com

Exelon Corporation  
10 S. Dearborn Street, 54th Fl  
Chicago, IL 60603

February 2, 2010

**Mr. Dean F. Apple**  
President / Business Manager  
I.B.E.W. Local 15  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60518

**SUBJECT: Voluntary Severance Package**

Dear Dean:

As part of continued discussions relative to Memorandum of Agreements reached by ComEd, BSC and Generation, the following components will continue to apply:

- 1) Memorandum of Agreement dated October 31, 2008  
Voluntary Severance Package
- 2) Memorandum of Agreement dated December 27, 2001  
Voluntary Severance Package

Sincerely,



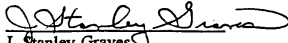
John R. Samoils

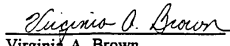
Extended per MOA dated 2-25-14

**AGREEMENT BETWEEN COMMONWEALTH EDISON COMPANY  
AND LOCAL UNION 15, I.B.E.W. CONCERNING  
BUILDING SERVICES**

- I. The restrictions of the provisions of Article V, Section 7 of the Collective Bargaining Agreement regarding the contracting of work by Commonwealth Edison shall not apply in instances where the Company decides to outsource the work set forth in Appendix A.
- II. Employees holding positions that perform work set forth in Appendix A and that the company decides to eliminate as a result of such contracting out shall be deemed "Affected Employees." Affected Employees may be released by the Company subject only to the following:
  - A. **Transition Rights** Prior to the release of each physical Affected Employee, the contractor designated by the Company to perform the work of any Affected Employee(s) shall be required to offer such physical Affected Employee(s) the opportunity for full-time employment with the contractor upon the Affected Employee's termination date (provided the Affected Employee(s) is not terminated for disciplinary reasons for proper cause and the Affected Employee(s) satisfies federal immigration laws and a preemployment drug screen). The initial employment by the contractor of any physical Affected Employee(s) shall be at an hourly rate of pay of no less than the current hourly rate of pay at ComEd and shall provide the same benefits that the contractor offers to all other similarly situated employees in its employment. The contractor otherwise may establish its own initial work rule and practices and other terms and conditions of employment in accordance with applicable law. The benefits currently available to similarly situated employees for such contractor is attached as Appendix B.
  - B. **Severance Payments** In addition to the benefits available to Affected Employee(s) under the Company's Service Annuity System, Affected Employees shall be eligible to receive severance benefits pursuant to the terms set forth in the Letter of Agreement dated March 30, 1995 between the Company and the Union regardless of whether the Affected Employee(s) elects to accept the offer of employment from the contractor.

- C. **Continuation Rights** Affected Employees may elect to continue in their employment at the Company subject to the following:
- (1) Such employees shall not be eligible for the severance payments set forth in paragraph B above.
  - (2) Such employees must be qualified to work in the positions in which they may be placed and may be assigned to work in one or more such positions under the terms and conditions applicable to those positions; provided the employees shall continue to receive their current rate of pay for the term of this Agreement. Such employees may be assigned to those positions at any location in the Company's service territory and will be reimbursed for travel or moving expenses in accordance to the Travel and Moving Expense Ground Rules dated February 19, 1996.
  - (3) This opportunity to continue employment with the Company shall not constitute a guarantee of lifetime employment and Affected Employees may be terminated for reasons other than the contracting of work contemplated by this Agreement.
- III. Any contractor designated by the Company to perform the work of any Affected Employee(s) shall be required by the Company to recognize the Union as the exclusive bargaining agent for the contractor's employees performing such work upon the Union establishing majority status by card check or successorship, in accordance with and subject to applicable law.
- IV. All grievances related to the contracting of work as it applies to Building Services, Janitorial Services and Office Facilities will be closed.
- V. Should the Company resume the performance of any work set forth in Appendix A, through employees of the Company or any of its subsidiaries which perform work exclusively for the Company, such employees shall continue to be part of the bargaining unit now represented by the Union.

  
J. Stanley Graves  
Vice President

  
Virginia A. Brown  
Employee Relations Manager

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**APPENDIX A**

**DESCRIPTION OF WORK -**  
**BUILDING SERVICES**

The duties and responsibilities associated with Janitorial Services, Building Services, and Office Facilities to be eliminated would include: the operating and maintaining of equipment related to heating and air conditioning, mechanical, plumbing, electrical installation and repairs to building structures and property items, as well as other duties related to these activities.

In addition, all activities related to Janitorial Services including the removal of refuse and debris, snow removal, lawn mowing, other items related to outside grounds maintenance will be eliminated.

The following job specifications (attached) for physical employees will be abolished consistent with and reflective of the foregoing agreement:

Janitor  
Building Operator  
Building Repairman "Mechanic"

Clerical functions and duties supporting the above activities which include: typing of shipment releases, purchase requisitions, change order requisitions, payment of vouchers, handling of maintenance and repair calls, and other clerical support duties associated with the above would also be eliminated. Exhibit B inside clerical Collective Bargaining Agreement, (Local Union 1427), will be amended to reflect the deletion of Office Facilities as one of the departments to be considered for promotion.

## JANITOR

### Generating Stations

#### Duties:

Under semi-direct supervision, to do general cleaning and to maintain sanitary conditions in the generating station buildings; and to perform related work as assigned. Typical examples of the duties are:

1. To do sweeping, mopping, and dusting in generating station areas; to clean fixtures, showers, toilets, washbasins, and other equipment; and to apply insecticides and deodorants in the locker and toilet rooms.
2. To wash windows, walls and low ceilings while working from a ladder or scaffolding; to shampoo and vacuum rugs and carpets; and to wash, wax, and polish furniture and floors.
3. To clean and remove ice and snow from sidewalks and roadways; to keep yards free of papers and other rubbish; and to maintain yards and grounds areas, trimming shrubbery, and mowing and sprinkling lawns.
4. As assigned, to assist in relocating desks, filing cabinets, and similar office furniture and equipment.

#### Qualifications:

1. Education equivalent to graduation from high school.
2. No previous experience required.

#### Immediate Supervisor:

Supervisor.

December 1979 (2-3)

(wsg00115.wpt)



## JANITOR

Division Bldg. Service Dept.

### Duties:

Under semi-direct supervision, to perform general cleaning work; as assigned, to make scheduled inspections of buildings and properties; and to perform related work as assigned. Typical examples of the duties are:

1. To sweep, dust, scrub or mop floors and stairways; to clean, wax or polish furniture or other wood, glass and metal surfaces; to shampoo and vacuum rugs and carpets; to clean and sanitize plumbing fixtures; to empty waste containers and remove debris from the area; and to replenish supplies as required.
2. To maintain yard and grounds areas, trimming shrubbery, mowing and sprinkling lawns, sweeping walks, driveways, and other areas, disposing of debris, and shovelling snow or operating power-driven snow removal equipment, up to but not including tractors.
3. To replace lamp bulbs and fluorescent tubes; and to clean fixtures, reflectors and other lighting equipment attachments.
4. To wash windows, walls and low ceilings while working from a ladder or scaffolding.
5. As assigned, to make scheduled inspections of property and grounds and check for such irregularities as unlocked or open gates, doors, and other improper conditions, reporting such items as instructed, and using a watchclock or similar device as required.
6. As assigned, to assist in relocating desks, filing cabinets and similar office furniture and equipment.

### Qualifications:

No previous experience required.

### Immediate Supervisor

Supervisor

December 1979 (1-2)

(page 0515 of 9)

## BUILDING OPERATOR

Division Bldg. Service Dept.

### Duties:

Under general supervision, to operate and maintain building heating and air conditioning equipment; to make general mechanical and electrical repairs to building structures, equipment, and property items; to assign work to and instruct and train others; and to perform related work as assigned. Typical examples of the duties are:

1. To operate and maintain building heating and air conditioning equipment, involving such work as checking and determining reasons for faulty operation, testing, regulating, adjusting, replacing parts, and correcting operational features to obtain proper operation.
2. To repair plumbing and plumbing fixtures, involving such work as replacing parts, tubing, piping, and fittings, cutting and threading new piping, adjusting and regulating control devices, and as required, relocating fixtures.
3. To make electrical repairs to light and power wiring and control devices such as replacing defective wiring or parts, locating shorts and grounds, restoring service to interrupted feeds, installing such electrical items as tubing, switches, fixtures, motors and boxes, and connecting to circuit wiring.
4. To make repairs to interior or exterior structural items, involving masonry, wood, steel, and other materials, and such work as patching roofs and flashing, macadam, concrete, brick, and plaster, and correcting faults caused by damage, wear, or breakage.
5. To fabricate or alter items of wood, metal, or other materials as required in making display boards, containers, partitions, shelving, and similar items.
6. To assign work to and instruct and train other employees engaged in building maintenance work and in performing janitor and watch service duties.

### Qualifications:

1. Education equivalent to graduation from high school.
2. Four years of experience in the Company, usually, two years of which shall have been as a Building Repairman.

### Immediate Supervisor:

Supervisor

August, 1960 (1-2)

Wages#113.wpd

## BUILDING REPAIRMAN

Division Bldg. Service Dept.

### Duties:

Under semi-direct supervision, to perform routine building repair and maintenance work; to assist employees of higher classification; and to perform related work as assigned. Typical examples of the duties are:

1. To perform routine building maintenance work such as making minor repairs or replacing parts in electrical systems, plumbing, heating and air conditioning equipment, pumps, controls, windows, garage and building doors, structural items, fencing, roofing, pavement and similar building and property items.
2. To perform periodic maintenance work such as cleaning, oiling, replacing filters, and inspecting equipment for proper operation, making minor adjustments, rodding and cleaning sewage and plumbing lines and traps, replacing sash cords and chains, door checks, jams, thresholds, locks and glass, and striping parking areas.
3. To perform a variety of minor miscellaneous work such as painting, plaster or concrete patching, carpentry, plumbing, and mechanical work as instructed.
4. As assigned, to work with others in making extensive repairs to heating and air conditioning equipment, plumbing and electrical systems, interiors and exteriors of buildings, and other property items.

### Qualifications:

1. Education equivalent to graduation from high school.
2. Usually, two years of experience performing mechanical work in the Company.

### Immediate Supervisor:

Supervisor.

August 1960 (1-2)

aug09111.mps



August 25, 1997

Mr. William H. Starr  
President and Business Manager  
Local 15, I.B.E.W.  
1333 Butterfield Road, Suite 280  
Downers Grove, IL 60515

Dear Mr. Starr,

The attached letter addressed to you from J. Stanley Graves dated February 19, 1996 is referenced in the Memorandum of Agreement dated August 25, 1997. Upon ratification of the agreement reached on August 25, 1997, this letter shall be included with those letters currently found in the back of the Collective Bargaining Agreement under Memorandums and Letters.

By the insertion of this letter regarding seniority, which specifically addresses the reduction in force resulting in the application of the layoff and bargaining provisions, the expiration date of September 30, 1997 found in the letter of February 19, 1996 shall no longer be applicable.

All other provisions found in the letter dated February 19, 1996 shall continue to be in effect.

If you have further questions regarding this issue you may contact myself or Michael Latino, Director of Labor Relations.

Sincerely,

A handwritten signature in cursive script, appearing to read "W. Roberts".

William C. Roberts  
Employee Relations Vice President

WCR/mb  
0384.doc/tr

A Unicom Company

April 18, 2001

William Starr  
President and Business Manager  
1548 Bond Street, Suite 103  
Naperville, IL 60563

RE: For Cause Drug and Alcohol Testing

During negotiations the Union raised the issue of for cause drug and alcohol testing under the parties' Agreement Regarding Drug and Alcohol Testing dated October 31, 1990. In an effort to further clarify the parties' understanding, the Company agrees that when a supervisor is concerned that an employee may not be fit for duty, the supervisor should observe the employee's condition and document his/her observations. Whenever a second management employee is readily available (i.e., on site) he/she will also observe and document the employee's condition.

Sincerely,

John Samolis  
Vice President of Employee & Labor Relations

August 23, 2002

Mr. Robert A. Joyce, President  
Mr. Nick Citta, Vice President  
Local Union 15 – I.B.E.W.  
1548 Bond Street  
Suite 103  
Naperville, IL 60563

Gentlemen:

The Company and Representatives have had numerous discussions regarding the Realignment of Fleet Services.

Attached is the final proposal which provides for expanded promotional opportunities, compensation for individual achievement of skill certifications, and efficiency enhancements. Upon successful ratification, this proposal will immediately be in effect.

This letter will serve as written agreement that upon ratification, the company terminate our current agreement with the subcontractor performing maintenance and repair services on our equipment at Crystal Lake. Additionally, we are in agreement with your request to pursue maintenance responsibility on work equipment currently rented by the company. Examples of this work are vehicles provided by vendors such as Global and Ditch Witch.



Christopher Lyons  
Director, Fleet Services

Approved:   
Bob Blyth  
Director of Labor Relations

**Fleet Services Realignment Agreement**  
**August 23, 2002**

As a result of discussions between Management and representatives of Local 15, the company proposes changes in the job classifications of employees within the Fleet Services Department. These changes provide greater flexibility of job assignments and efficiency enhancements, which are necessary in a competitive industry. Additionally, this proposal provides financial recognition for individual achievement of approved skills certification. Upon successful ratification, it is understood that this agreement supercedes any previous agreement related to the work described in this document. Conditions not specifically covered by this memorandum will be in accordance with the terms and provisions of the Collective Bargaining Agreement.

**A. Current Job Classifications:**

The following job classifications will be abolished:

Mobile Equipment Mechanic  
Mechanic Transportation Equipment  
Mechanic System Auto Shop  
Maintenance Mechanic, Transportation Equipment  
Garage Attendant

**B. Proposed Job Classifications:**

The following job classifications will be created:

Lead Mechanic, Fleet  
Equipment Mechanic, Fleet  
Maintenance Mechanic, Fleet  
Fleet Assistant

*Note: The Fleet Assistant position will not exceed 25% of the total workforce.*

Fleet Final Package

**C. Incumbents**

1. Vacancies in the Lead Mechanic, Fleet classification with a maximum rate of pay of **\$31.24** will be filled by system-wide seniority. Incumbent employees who held the Mobile Equipment Mechanic or the Mechanic Transportation Equipment A classification will be required to demonstrate proficiency prior to promotion as defined in Section E-1. Failure to maintain proficiency after promotion will result in demotion to the next lower classification.
2. Employees in the current classifications of Mobile, Equipment Mechanic and Mechanic, Transportation Equipment will be promoted to Equipment Mechanic, Fleet with a maximum rate of pay of **\$30.03** per hour.
3. Employees in the current classification of Maintenance Mechanic (B Mechanic), Transportation Equipment will be promoted to the Maintenance Mechanic, Fleet classification with a minimum rate of pay of **\$23.30** per hour.

**D. Future Advancement Requirements (After initial implementation):**

1. The Equipment Mechanic, Fleet will promote by seniority to Lead Mechanic, Fleet as vacancies occur. Equipment Mechanics, Fleet are required to have demonstrated proficiency through temporary upgrades, based on seniority and ability, to be eligible to promote to Lead Mechanic, Fleet.
2. The Maintenance Mechanic, Fleet classification will promote to the Equipment Mechanic, Fleet classification upon demonstrating proficiency in the duties and responsibilities of the Equipment Mechanic, Fleet classification. Seniority will be protected by adjusting seniority retroactively for all incumbents who promote to the Equipment Mechanic classification for a period of 5 years from the ratification of this agreement.

*Note: In addition to demonstrating proficiency, Non Incumbents will be required to possess 8 ASE certifications to promote to the Equipment Mechanic Classification.*

Fleet Final Package



3. The Fleet Assistant will not have promotional rights to the Fleet Mechanic classifications. First consideration will be given to the Fleet Assistant when vacancies occur, only if they meet the minimum qualifications of the position.

**E. Demonstrated Proficiency:**

1. Incumbent employees can demonstrate proficiency in appropriate skills either through documented work performance or third party certification.
2. Currently the approved certification program is defined as the National Institute of Automotive Service Excellence (A.S.E.) or Company Approved Original Equipment Manufacturer Certifications. Only certifications obtained from the following A.S.E. areas are approved to be counted toward meeting promotion requirements:

- A. Automobile (A)
- B. Truck (T)
- C. Equipment (E)

3. The total number of approved certifications eligible for the additional premium is 8 of which 4 will be mandatory. The mandatory certifications for non-incumbent employees in the Equipment Mechanic, Fleet and Maintenance Mechanic, Fleet classifications are:

- T-2 Diesel Engines
- T-4 Truck Brakes
- A-6 Automobile Electrical or T-6 Truck Electrical
- T-3 Truck Drive Train or T-5 suspension and steering

The four additional certifications are elective but must be selected from the three A.S.E. areas defined in section E paragraph 2 or equivalent OEM certification.

Fleet Final Package

4. Upon successful completion of each approved certification, a premium of **\$0.40** per hour will be added to the minimum rate of pay of employees in the Maintenance Mechanic classification as defined in Exhibit A (attached).
5. If it is recognized that a change in the defined certification program is necessary, management will discuss the need for this change with Local 15 prior to implementation.
6. Employees who fail to maintain the required number of certifications, will lose a premium of **\$0.50** per hour for each certification lost below the minimum required number (as defined in section E paragraph 2). Loss of premiums will in no way cause an employee's wage to be adjusted below the base wage rate of the Maintenance Mechanic classification.
7. Non-Incumbents who do not possess the minimum number of A.S.E. certificates will have 1 year from the date of employment to acquire the minimum number of A.S.E. certifications or be terminated.

**F. Miscellaneous**

1. All employees in the Transportation Department are required to obtain and maintain a Commercial Driver's license with appropriate endorsements, including a valid Medical certification.  
*Note: Incumbents will be reimbursed for the cost of endorsements above the basic CDL and Air Brake endorsement.*
2. All classifications will be trained and expected to utilize the Fleet Management System.
3. Promotional Series R and S of Exhibit B will be combined into Promotional Series R.

Fleet Final Package

#### **G. Standardization of Work Practices:**

The following work shall not be considered ordinary and customary, and will at the companies discretion be subcontracted:

- **Tires:** The Company will be transitioning to vendor mounted commercial class tire/wheel assemblies. The mounting of commercial class tires will no longer be considered O & C. Commercial Tire related road calls may be contracted at the company's discretion. Installation of mounted tire/wheel assemblies on company property will continue to be considered O & C.  
*Note: Commercial Class Tires are typically those mounted on wheels greater than 16".*
- **Vehicle pick up and drop off by vendor**
- **Transmission Rebuild:** Transmission Removal & Installation will remain "O & C".
- **Spring Rebuild:** Spring Removal and Replacement will remain "O & C".
- **Engine Rebuild:** Engine Removal & Installation will remain "O & C".
- **Vehicle Washing**
- **Towing:** All Towing will be contracted. Current practice of Mechanics overseeing the towing of work equipment will continue. Vehicles (cars) that are stuck will be evaluated on a case-by-case basis.
- **Fire extinguisher, recharge and inspection**
- **Fueling:** Contractors may be utilized to fuel all vehicles not based at company locations with on site fueling facilities. Fueling of vehicles at all sites with fueling sites will remain O & C.

#### **I. Grievances:**

The following Fleet/Transportation grievances will be closed:

96-184	96-383
97-201	96-364
96-336	97-454

Fleet Final Package

Exhibit A  
Scheduled of Basic Hourly Rates of Pay

Lead Mechanic

Starting Wage	\$ 30.53	
After 3 Months	\$ 30.89	
After 6 Months	\$ 31.24	Maximum

Equipment Mechanic

\$ 30.03

Maintenance Mechanic

\$ 23.30

Minimum

<i>With 1 ASE Certificate</i>	<b>\$23.70</b>
<i>With 2 ASE Certificates</i>	<b>\$24.10</b>
<i>With 3 ASE Certificates</i>	<b>\$24.50</b>
<i>With 4 ASE Certificates</i>	<b>\$24.90</b>
<i>With 5 ASE Certificates</i>	<b>\$25.30</b>
<i>With 6 ASE Certificates</i>	<b>\$25.70</b>
<i>With 7 ASE Certificates</i>	<b>\$26.10</b>
<i>With 8 ASE Certificates</i>	<b>\$26.50</b>

(Automatic Promotion to Equipment Mechanic Classification)

Fleet Assistant

\$ 12.50

*Note:*

*For application of premiums as a result of successful completion of approved certifications, refer to the Transportation Realignment Agreement dated August 23, 2002.*

Fleet Final Package

Exhibit B  
Promotional Series R  
Lines of Promotion and Demotion  
Fleet Services Department

FLEET	Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes To
<b>Promotional Series R</b>			
1. Lead Mechanic.....	R-2	AX	R-2
2. Equipment Mechanic.....	R-3	R-1	R-3
3. Maintenance Mechanic.....	AA	R-2	-
<b>Individual Job Classifications</b>			
<b>Not a Part of Any Promotional Series</b>			
Fleet Assistant.....	AA	-	Layoff
Material Handler.....	AB	-	AD
<b>Promotional Series T (Inside)</b>			
1. Automobile Dispatcher (Passenger Cars)....	T-2	-	T-2
2. Chauffeur (Passenger Cars) .....	AA	T-1	AD

Fleet Final Package

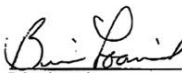
**Issues:** Clarification of Promotion and Lateral Processes in accordance with Fleet Services Realignment Agreement dated August 23, 2002.

**Guidelines:** During negotiation of the Fleet Package, promotions and laterals were discussed, but guidelines were not included in the package. The following are the guidelines as discussed during negotiations:

- Initial and future laterals and promotions to the Lead Mechanic position will be filled by existing promotional and lateral procedures.
- As openings occur in the Equipment Mechanic classification, the lateral process will be followed. The result of the lateral process will define the location where the promotions will be filled.
- Promotions to the Equipment Mechanic position will be based upon the following:
  - (Incumbents only) Demonstrated proficiency or achievement of approved certifications as defined in the package.
  - Non-incumbents must achieve the approved certifications as defined in the package.
- Initial and future promotions to Equipment Mechanic based upon the above achievements will be done in place.
- Employees in the Maintenance Mechanic classification are not eligible for laterals.

  
 Jeff Welker  
 Operation Manager Fleet

  
 Dave Dexheimer  
 Labor Liaison

  
 Brian Loomis  
 Business Representative

John R. Samolis  
Vice President  
Employee &  
Labor Relations

Telephone 312.394.4935  
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Exelon Corporation  
10 S. Dearborn Street, 54<sup>th</sup> Fl.  
Chicago, IL 60603  
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Chicago, IL 60680-5398

**LETTER E**

October 31, 2008

Dean F. Apple  
President / Business Manager  
Local 15 IBEW  
8330 Belmont Road, Suite 1  
Downers Grove, IL 60516

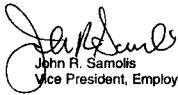
Re: Mutual Aid Agreement

Dean:

This letter summarizes our agreement regarding the wage rate for Local 15 members who travel outside of the service territory to perform restoration work following a storm or other incident that disrupts electrical service. In such an event, ComEd shall pay represented employees an hourly wage of two times their normal hourly rate for all hours worked, including any overtime hours.

This agreement shall remain in effect until the expiration of the current collective bargaining agreement on September 30, 2013.

Sincerely,



John R. Samolis  
Vice President, Employee & Labor Relations

Extended per MOA dated 2-25-14

John R. Samolis  
Vice President  
Employee &  
Labor Relations

Telephone 312.394.4935  
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Chicago, IL 60680-5398

## **LETTER F**

October 31, 2008

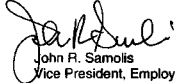
**Dean F. Apple**  
**President / Business Manager**  
**Local 15 IBEW**  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

**Re: AMI and Smart Grid Technologies**

**Dean:**

The Company and the Union have had a number of discussions regarding the impact of AMI and other "Smart Grid" technologies on ComEd's represented workforce. The Company is committed to continuing these discussions, including discussing job protection with Local 15, as the Company further explores the various technologies and how work relating to the new technologies will be completed. We look forward to these continued discussions.

Sincerely,



John R. Samolis  
Vice President, Employee & Labor Relations



John R. Samolis  
Vice President  
Employee &  
Labor Relations

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## LETTER G

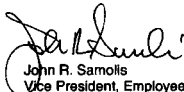
October 31, 2008

Dean F. Apple  
President / Business Manager  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

Dean:

As a result of the 2008 Negotiations, it was agreed that Physical/Clerical employees will continue to be allowed to move between Business Units as is allowed under the provisions of the collective bargaining agreements of Exelon Generation Co, Commonwealth Edison Company and Business Services Company, effective October 1, 2008.

Commonwealth Edison Company and Business Services Company and Union will form a working group to discuss clerical issues/ i.e. bid groups etc. These discussions will begin June 1, 2009.



John R. Samolis  
Vice President, Employee & Labor Relations

Extended per MOA dated 2-25-14

**John R. Samolis**  
Vice President  
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Exelon Corporation  
10 S. Dearborn Street, 54th Fl.  
Chicago, IL 60603

February 23, 2010

**Mr. Dean F. Apple**  
President / Business Manager  
Local 15 IBEW  
6330 Belmont Road, Suite 1  
Downers Grove, IL 60516

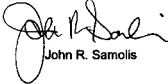
**SUBJECT: Life Insurance Portability**

**Dear Dean:**

As part of the Memorandum of Agreement reached by ComEd and BSC on October 31, 2008, the following provision regarding Life Insurance Portability applies:

**Life Insurance Portability:** The Company shall amend its life insurance contract to offer non-active represented employees a portability feature effective as of January 1, 2009.

Sincerely,



John R. Samolis

# CLERICAL DEMOTION AND LATERAL AGREEMENT

## PREAMBLE

In order to allow for additional demotion and lateral opportunities for clerical employees, based on seniority, Commonwealth Edison (ComEd), Exelon Business Services Company, Exelon Generating Company (collectively referred to as "the Company") and IBEW Local 15 ("the Union") agree to continue the Clerical Lateral and Demotion Agreement ("the Agreement"), as set forth below:

## Demotions

- a) Under the terms of the Agreement, all clerical employees who have completed two (2) consecutive years of service in their current position will be eligible to elect a voluntary demotion.
- b) Employees electing to voluntarily demote will be ineligible for additional demotion and/or lateral opportunities for a period of two (2) years.
- c) The two (2) year period will be defined as beginning on the date the employee accepted the offer for their current position.
- d) Employees whose status changes, but retain the same job title (e.g. PT CSR to FT CSR) and location, will not have their position entry date altered upon acceptance of the status change, and will therefore have their eligibility for demotion opportunities determined by the original start date in the job title.
- e) All other provisions of the Clerical Bracketing Agreement and the Collective Bargaining Agreement remain in effect.

## Lateral Opportunities

- a) The Company will continue to follow the guidelines re: posting for job openings as detailed in the **Ground Rules For Clerical Promotions/Laterals/Demotions** dated April 28, 1997 by providing information on job openings through available means,

Page 1 of 3

Extended per MOA dated 2-25-14

including electronic formats. Eligible employees may submit their interest in job openings in accordance with the designated time frame.

- b) Under the terms of the Agreement, qualified employees will be eligible for lateral opportunities based on seniority. A lateral will be defined as both title-to-title comparables, as well as similar wage rate time step schedules. (Example: a Commercial Clerk I moving to an Operating Clerk I position would be considered a lateral, as both titles are on the same wage rate time schedule, including the same maximum rate of pay.) Interviews will continue to be utilized as part of the staffing process, where applicable (e.g. GSR). In those instances, seniority will continue to be utilized to arrange interviews with interested employees, regardless of their current title.
- c) In order to be considered eligible for a lateral transfer an employee must complete two (2) consecutive years in their current position.
- d) An employee who accepts a lateral transfer will not be eligible for a subsequent lateral transfer and/or demotion for a period of two (2) years.
- e) The two (2) year period will be defined as beginning on the date the employee accepted the offer for their current position.
- f) Employees whose status changes, but retain the same job title (e.g. PT CSR to FT CSR) and location, will not have their position entry date altered upon acceptance of the status change, and will therefore have their eligibility for lateral opportunities determined by the original start date in the job title.
- g) Lateral transfers are not limited to a change in geographic location. As a result, employees will have the opportunity to voluntarily elect a lateral transfer from department to department within the same location.
- h) All other provisions of the Clerical Bracketing Agreement remain unchanged.


This Agreement applies to clerical employees only and will be effective when signed by the parties' designees. Conditions not specifically covered under this Agreement will be administered in accordance with the provisions of the Collective Bargaining Agreement and Clerical Bracketing Agreement dated April 28, 1997. Management and the Union shall utilize the best efforts in order to resolve any issues that may arise in administering this Agreement. Nothing in this Agreement diminishes rights the Union or the Company has under the Collective Bargaining Agreement (CBA). Conditions not specifically covered under this Agreement will be administered in accordance with the provisions of the CBA. This Agreement does not set a precedent and is without prejudice to any course of action either party may pursue in the future. This Agreement will remain in effect until September 30, 2013.

  
\_\_\_\_\_  
Dean Apple  
President and Business Manager IBEW Local 15

Jan 6, 2012  
Date

  
\_\_\_\_\_  
Susan Kutansky  
Dir Employee/Labor Relations

Jan 6, 2012  
Date

  
\_\_\_\_\_  
Brian Montgomery  
Dir Corp Employee/Labor Relations

1/6/12  
Date

## **Procedure and Ground Rules for Clerical Job Calls**

In order to provide senior clerical employees their first choice of open positions and at the same time reduce the amount of time it takes to fill open clerical positions, Commonwealth Edison Company (ComEd), Exelon Business Services Company (BSC) and Exelon Generating Company (collectively referred to as "the Company") and IBEW Local 15 ("the Union") agree to the ground rules and procedures for posting and filling open clerical positions system-wide, as set forth below.

### **Process\***

1. The Company will continue to provide information on job postings through available means, including electronic and printed communication mediums.
2. Job openings will continue to be posted from Monday, 10:00 am through Saturday 12:00 am, per the Procedure and Ground Rules for Clerical Promotions in the Clerical Bracketing Agreement dated April 28, 1997.
3. The Company will include a valid department contact name and contact number on each job posting, so that interested employees may inquire about the position prior to the final bidder list distribution.
4. Each job posting will include the call-in number for the weekly job call. (This number will be the same 800 number each week.)
5. The Company will conduct weekly conference calls every Wednesday at 1:00 pm in order to fill open clerical positions. Clerical Job Calls will not be held during holiday weeks.
6. The Company will continue to compile and verify a list of eligible applicants for each job posting, and will forward such list to the Union for review no later than the Thursday following the posting period.
7. The Company will forward a spreadsheet containing the vacant jobs and eligible bidders to all clerical employees by 12:00 pm on the Monday prior to the job call. The spreadsheet will contain the following information: employee name, seniority date, job posting number, job title, location, and the number of positions available for each posting.

8. Unless otherwise specifically agreed to, eligibility for demotions and laterals will remain as defined in the Clerical Demotion and Lateral Agreement dated January 6, 2012.
9. The most senior fifteen (15) eligible applicants for each position will be invited to participate in the conference call each week. In cases where multiple positions are contained within a single posting, an additional fifteen (15) applicants (in order of seniority) will be invited to participate in the conference call for each additional position contained within the posting.
10. Any conference call which would normally be scheduled during a holiday week will be held the following week, resulting in two (2) weeks of postings filled during the week after the holiday week. As part of the process, any job openings that would have been offered the week of the holiday week will be offered and filled first, and then any job openings normally scheduled for that week's conference call would be offered second, all in order of seniority.
11. All clerical employees who are invited to the conference call and who are on shift will be released from duty in order to participate in the call. For employees who are at work, this will take place on Company time. Employees who are not at or engaged in work for any reason (i.e. code 59, disability, lunch, off duty, vacation, etc.) shall be expected to dial in and participate in the conference call. In the case of the Call Center(s), a minimum of one (1) management designee shall be assigned to participate in the conference call for the purpose of ensuring employees who are at work, but stuck on a customer call are not bypassed in the offering of open positions.
12. The Company shall maintain a Local 15 Job Proxy mailbox (in Outlook) in order to collect employee proxies. The mailbox address shall be listed on all clerical job postings.
13. In lieu of participating on the call, employees will have the option to provide a written proxy to the Company in advance of the call indicating their preference for any and all job postings scheduled to be filled during that week's call. Employees who are unable to participate in the conference call (for any reason) will be required to submit their proxy in writing via email no later than 9:00 am the day of the call.
14. Employees who submit an application during the posting period, but know in advance of the conference call that they will not accept a particular job offer should submit notice of their decline of the possible job offer in writing to the Local 15 Job Proxy mailbox no later than 9:00 am the day of the call.

15. Any employee who fails to provide written notice in advance of the conference call via a proxy and fails to call in to participate in the conference call shall be bypassed in the offering of open positions, and the positions shall be offered to the next senior eligible bidder.
16. In the event an employee accepts a job offer during a week in which two (2) conference calls are conducted, and then subsequently accepts another job offer during the second call, thus vacating the position they had accepted during the earlier call, or an employee accepts a position just prior to a planned retirement (in which case the employee will not report to the newly accepted position), the Company will continue down the existing list of bidders for that positions in order to fill or back-fill the vacated position. This canvass may occur outside of the conference call.
17. At the onset of the conference call, the Company will identify the jobs being filled during the call, and then offer the senior eligible bidder their choice of open positions (of which they bid on). Once the senior employee has made their choice, the Company will move to the next senior bidder to make their choice. This process will continue until all vacant positions have been filled, or the list of eligible bidders has been exhausted, whichever comes first.
18. Any and all acceptances or declines of job offers made during the conference call will be final, and employees will not be allowed to change their answer. For employees who submit a proxy detailing their preference, and are not on the call, when an offer gets to any such employee the proxy shall serve as their official answer and shall be final.

This process will go into effect as of May 21st, 2014 once signed by each party's designees. Conditions not specifically covered under the terms of this process shall be administered in accordance with the Collective Bargaining Agreement (CBA), Clerical Bracketing Agreement dated April 28, 1997, and the Clerical Demotion and Lateral Agreement dated January 6, 2012.

\*Note: This process does not apply to right of selection titles or positions which are offered based on ability (i.e. Documents Control Clerk; Financial Business Analyst Clerk; Financial Business Clerk I; Financial Statements Clerk; General Service Representative; Liability Representative; Photographer, Field; Photographer, Office, or any other such title the parties may agree to create during the term of this agreement). Those positions will continue to be offered in the same manner in which they are currently being filled.





Memorandum of Agreement

This Memorandum of Agreement is between Commonwealth Edison Company, Exelon Business Services Company and IBEW Local 15. The parties agree to the following:

The job classification of Cable Splicer, Starting will change to Underground Splicer Apprentice effective with the October 1, 2013 Collective Bargaining Agreement. These titles are interchangeable when referencing any past and future documents containing these job titles.

By: Company

Debra Staples

Debra Staples  
Labor Relations Principal

April 29, 2015

Date

By: IBEW Local 15

Terry Sheridan

Terry Sheridan  
Business Representative, IBEW Local 15

APRIL 29, 2015

Date

**IBEW Local 15**  
**6330 Belmont Road, Suite 1**  
**Downers Grove, IL 60516**



**Exelon®**