

Mutual Aid Agreement – 09/13/24

1. The following guidelines address issues associated with the terms and conditions that will apply in those instances where the Company dispatches employees to work outside the ComEd service territory.
2. The opportunity to work the restoration efforts will be offered by the Company only on a volunteer basis to all qualified employees, including those in training (excluding employees in starter training) and, or working on a shift, using the applicable overtime list. In the event an eligible employee is inappropriately bypassed during the canvass process, the Company will review issues raised by the Union following the conclusion of the restoration effort and will reconcile any misapplications.
3. Deployment:
 - a. The deployment may be up to two weeks depending on the Company's assessment of the assignment. If a longer work period is identified by the Company, employees working the assignment will be replaced upon request.
 - b. The Company reserves the right to reassign crews currently deployed to another assignment to satisfy the requirements of the host companies. Employees are eligible to be canvassed for a different deployment only when back in their home office.
 - c. Eligible employees will be canvassed by the OT list. Employees are considered eligible if at the time of departure, they are working or available to work. Employees on their rest period will only be contacted in cases when the time of departure is after their rest period has ended. Employees on rest period at the time of departure are not available and therefore ineligible.
 - d. Employees who are on vacation the day of departure (up to midnight) are not available and therefore ineligible to accept a mutual assistance deployment when the canvass occurs the same day as departure.
 - e. Employees who have an upcoming single vacation day scheduled or an upcoming full week scheduled on the day of deployment must cancel the upcoming vacation prior to the canvass in order to be considered eligible for the mutual aid deployment. Any vacation that is cancelled in order to be eligible for the mutual aid canvass will remain cancelled regardless of whether or not the employee is selected for the deployment. Once selected, employees are committed to the assignment. Any further vacation scheduled during that deployment period will automatically be cancelled until the day the employee returns from the deployment.
 - f. It is the employee's responsibility to reschedule their vacation based on department vacation availability. If the employee fails to reschedule the days or the event occurs at the end of the year and there aren't days available to reschedule, any un-used vacation exceeding the five days allowed to be carried over per the CBA will be lost.
 - g. No grievances will be filed regarding vacation cancellation scenarios.
 - h. All employees required to carry a CDL must have a valid CDL to be eligible for deployment.

4. Intermingling of Crews:

- a. There will be no intermingling of ComEd crews with crews from other utilities or contractors except where the assignment involves working with guides.

5. Lodging

- a. Lodging of employees will be at a suitable hotel as identified by the Company, if reasonably possible. It is understood that other accommodations may be necessary. (Gymnasiums, dormitories or military supplied tents) due to conditions beyond the Company's control and reflective of the situation associated with the work assignment.

6. Work Hours:

- a. The daily rest period will be for a minimum of 8 hours from the time employees are released to their hotel room (door to door). This rest period will not include any time spent obtaining/finishing meals.
- b. Work hours typically will be 0700 to 2300, however, the Company may amend the specific times as needed to accommodate the host utility.
- c. All employees will be paid for a minimum of 16 hours per day, and will have 8 hours off, until they are released back at their headquarters. This will be done regardless of the work assigned for the day.
- d. Employee's RDO's and work week schedules shall not be changed. All employee's basic workday hours will remain unchanged except for employees on the 2300/Overnight shift will be shift changed to 0700 with the applicable terms of the collective bargaining agreement applying. Employees shift changed from the 2300/Overnight shift will return to their regular scheduled workday hours upon release from deployment.
- e. Changes to work schedules for those employees not traveling out of town and which are necessary to accommodate those employees leaving for the out-of-town assignment, will be covered by the applicable notice provisions of the labor agreement. The Company will provide as much advance notice to such employees as may be practicable.
- f. If it is necessary to reset clocks for CDL purposes, it will be accomplished as paid rest following the 16-on and 8-off basic day shift.

7. Compensation:

- g. Employees working the assignment will be compensated at an hourly wage rate of two times their normal hourly rate for all hours worked, including any overtime. The double time rate begins when the employee reports to a company location preparing for departure and ends when they report back to their ComEd headquarters and released.
- h. All Employees available for shift premiums will be paid within the terms of the CBA for all hours worked.

8. Meals:

- a. All meals will be provided by the Company, and will be eaten on Company time.
- b. Breakfast and dinner will be eaten in a restaurant if at all possible. Box lunches will be acceptable if they are properly maintained for all health-related concerns. Also, consideration shall be given to any employee that may have restricted diets.

9. Miscellaneous:

- a. **Fees:** No employees will be required to pay for any fuel, tolls or meals expenses
- b. **Flame-Retardant Clothing:** Employees will be required to supply a minimum of a 3-day supply of appropriate flame-retardant clothes. The Company will supply laundry services if such services are available, after the third day.
- c. **Communication:** The Company will attempt to establish, if possible, means for employees to communicate with their families during the assignment.
- d. **Paychecks:** For those employees not enrolled in direct deposit, upon employee request, paychecks will be mailed to the employee's home during the assignment.
- e. **Job brief Sessions:** Daily safety tailboard sessions will be held with all employees. The initial tailboard session will include defining the electrical system (wye or delta), voltages (4,12,34kv) types of protective hold cards identify mapping system and 911 emergencies. ComEd work practices and safety rules will be maintained.
- f. **Labor Agreement:** Any issue not specifically addressed by this understanding will be controlled by the applicable provisions of Local 15 CBA as appropriate.
- g. **Off-duty Conduct:** While the Company has no intention of intruding into the private lives of its employees, the Company does expect employees to exhibit appropriate behavior when assigned to off-site locations involving overnight stays. During these periods, the employees are assigned to these locations at the direction of the Company and are representatives of the Company. Off-duty conduct, which adversely impacts the Company, may be proper cause for disciplinary action.
- h. In the event the Company dispatches vehicles as part of the mutual assistance effort, the Company will canvass for at least two Equipment Mechanics to accompany the crews traveling for the restoration efforts.
- i. Additionally, the Company will designate one COC to accompany the crews for the purpose of assisting in timekeeping, crew make-up lists, monitoring start times, application of REST and meal times. They may also assist in the arranging of hotel accommodations, clothing, meals, medications, or other duties as assigned. The Company will designate a COC from the same region as that of the Construction Manager assigned to the mutual aid assignment. The COC's will be canvassed via a combined overtime list from that region. In the event a volunteer is not obtained from that region, the Company will continue to seek volunteers from successive regions until a volunteer is obtained. In the event more than one Construction Manager is assigned to the mutual aid assignment, an additional COC from the same region as the second Construction Manager may be assigned as determined by the Company using the same process described above. The Company will provide all necessary equipment to the COC(s) who accept this assignment including but not limited to a laptop computer, a wifi hotspot and a cell phone.
- j. ARCOS callout expectations summary dated 03/01/2012 shall be followed if a Mutual Aid canvass is made using the callout process.
- k. Nothing in this agreement diminishes rights the Union or Company has under the Collective Bargaining Agreement.

10. Term:

- a. This agreement supersedes the August 22, 2006 Mutual Aid Agreement
- b. This agreement is effective as of the date of its execution by the parties and will expire on September 30, 2027 and will align with any Collective Bargaining Agreement extensions if applicable.
- c. This agreement may be terminated by either party at any time in advance of the September 30, 2027 expiration date upon sixty (60) days prior written notice sent by certified mail to the other party.

Company

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Date: 9/13/2024