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Oakbrook Terrace, IL 60181-4260

www.exeloncorp.com

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:

  
Ben 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.*

### **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.*

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.

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.

**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

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

*With 1 ASE Certificate \$23.70*

*With 2 ASE Certificates \$24.10*

*With 3 ASE Certificates \$24.50*

*With 4 ASE Certificates \$24.90*

*With 5 ASE Certificates \$25.30*

*With 6 ASE Certificates \$25.70*

*With 7 ASE Certificates \$26.10*

*With 8 ASE Certificates \$26.50*

(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.*

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 Mechaine.....	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



06/03/03

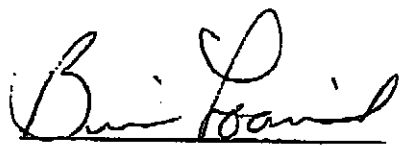
**Issues:** Clarification of Promotion and Lateral Processes in accordance with Fleet Services Realignment Agreement dated August 23, 2002.

**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