

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 1st 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 1st 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:

- Mutual Aid
- Pole Handling
- Overhead Transmission Agreement
- Underground Reorganization
- Call Center Voluntary Overtime and Release Agreement
- Contract "Wall" Letter.(Attachment G to the CBA)
- Billing Operations Guaranteed Release
- Clerical Job Call Pilot
- Clerical Demotion and Lateral Agreement
- 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.

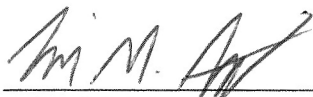
The \$1750 pension compensation cap remains in effect.

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.

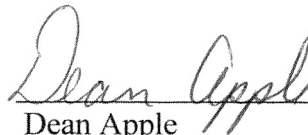
The undersigned agree to the provisions of the Memorandum of Agreement with recommendation to the membership for ratification.

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

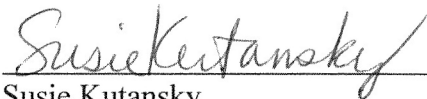


Brian M. Montgomery
Vice President
Employee and Labor Relations


For IBEW Local 15



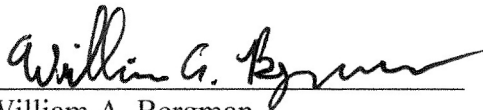
Dean Apple
President & Business Manager /
Financial Secretary



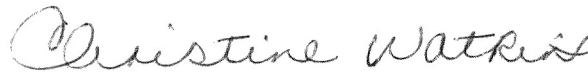
Susie Kutansky
Director
Labor Relations



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.



Brian Montgomery
Vice President
Employee & Labor
Relations

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Chicago, IL 60603
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312 394 8722 Office
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", with a stylized flourish at the end.

Brian M. Montgomery
Vice President, Employee & Labor Relations



Brian Montgomery
Vice President
Employee & Labor
Relations

10 S. Dearborn Street
Chicago, IL 60603
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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 dark ink, appearing to read "Brian M. Montgomery", written in a cursive style.

Brian M. Montgomery
Vice President, Employee & Labor Relations



Brian Montgomery
Vice President
Employee & Labor
Relations

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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", with a stylized flourish at the end.

Brian M. Montgomery
Vice President, Employee & Labor Relations



Brian Montgomery
Vice President
Employee & Labor
Relations

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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", with a stylized flourish at the end.

Brian M. Montgomery
Vice President, Employee & Labor Relations