

IBEW LOCAL 15
1548 Bond Street, Suite 103
Naperville, IL
60563



ExelonSM

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.

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.

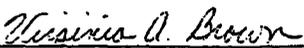

Virginia A. Brown
Employee Relations Manager

EXHIBIT #1

Accrued Seniority for Part-Time Employees

20 hours per week = $1040 \div 2080 = .50$ Multiplier

22 hours per week = $1144 \div 2080 = .55$ Multiplier

24 hours per week = $1248 \div 2080 = .60$ Multiplier

26 hours per week = $1352 \div 2080 = .65$ Multiplier

28 hours per week = $1456 \div 2080 = .70$ Multiplier

30 hours per week = $1560 \div 2080 = .75$ Multiplier

32 hours per week = $1664 \div 2080 = .80$ Multiplier

(Calculate using calendar days x multiplier)

February 19, 1996

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

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
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."

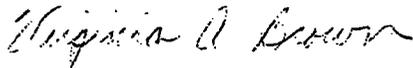
As discussed, this inclusion is predicated upon the Company adding to this provision the following:

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.

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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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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 Opers./ 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> Power Meter Servicer Dispatcher, District Meter Work Service Mechanic Meter Servicer Meter Servicer, Jr. Gr. Meter Reader	<u>Stores</u> Material Handler, Sr. Yard Operations Material Handler, Senior Material Handler Material Delivery Driver Material Handler I Helper, Stockroom Shop Mechanic Supply Controller	<u>SSO</u> 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>SSQ</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.

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

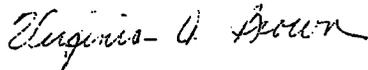
Displacement of employees in the above job classifications by demoted employees will be based on Company service provided the demoted employee meets the minimum qualifications of the position. Minimum qualifications will be defined as previous experience in the job classification or meeting the entrance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

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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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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

- 2 -

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:

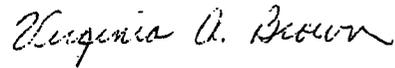
- Bracketing of clerical job classifications by functions and competencies, identifying specific qualifications for the higher job classifications including education level and requirements for minimum years of experience within the respective promotional series or job classification;
- Work practice 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,



Virginia A. Brown
Employee Relations Manager

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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 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

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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 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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147 SOUTH CLARK STREET
P.O. Box 767
Chicago, IL 60690-0767



March 30, 1995

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

Dear Bob,

After several discussions regarding methods for accomplishing corporate strategic objectives while considering the interests of employees, the Company and representatives of Local Union 15 have reached an understanding as to voluntary severance opportunities for the bargaining unit as described in this Letter of Agreement. This letter addresses the eligibility, benefits and term associated with offering voluntary severance to employees of Local Union 15.

Any issue related to terms and conditions of employment and benefits not specifically addressed in this document will be covered in accordance with the terms and provisions of the Collective Bargaining Agreement and Supplemental Agreements as applicable. Guidelines for participation and provisions related to voluntary severance for bargaining unit employees contained herein will be subject to the legal requirements and rules governing voluntary separation plans.

Components of voluntary severance for the bargaining unit are as follows:

Participation in Voluntary Severance

The Company and representatives of Local Union 15 have agreed that voluntary severance will be offered to employees across the Fossil Business Unit and in Building Services departments. The timing of any offer of severance as it applies to identified locations/departments/work groups will be at the direction of the Company in light of ongoing business and operational needs consistent with strategic objectives.

A Unicom Company

The parties have further agreed to continue discussing the application of voluntary severance to other locations/departments/work groups where specific initiatives are expected to reduce the overall number of bargaining unit personnel in designated job classifications. The Company reaffirms its intent to focus these discussions on areas as described prior to the implementation of other methods to reduce the bargaining unit work force.

The Company will communicate information related to each specific initiative in a timely manner so that bargaining unit personnel in affected locations/departments/work groups can make informed decisions as to whether or not to accept voluntary severance. Participation would be completely voluntary and no eligible employee should feel obligated to accept such offer.

Eligibility

An employee is eligible to voluntarily elect severance only if he or she is individually notified in writing of such eligibility and is actively employed as a regular full-time bargaining unit employee in a designated location/department/work group. An employee on an authorized leave of absence with reemployment rights under applicable law shall be treated as actively employed for purposes of severance eligibility.

In addition, the employee must meet the conditions as follows:

- (i) the employee's employment is not terminated by the Company involuntarily for any reason prior to the employee's scheduled separation date;
- (ii) the employee does not accept separation, severance or early retirement incentive pay or benefits under any other plan, program or arrangement maintained by the Company; and,
- (iii) the employee does not accept another position within the Company after submitting an Employee Separation Agreement to the Plan Administrator but prior to an employee's scheduled separation date.

An employee accepting severance will not retain recall rights under the terms of the Collective Bargaining Agreements.

Page 3

Severance Pay

Severance pay will be paid in a lump sum with tax withholding as required by law. Payment under voluntary severance will be calculated as follows:

- Employees with one (1) to five (5) full years of service will receive eight percent (8%) of their current base pay for each full year of service. An employee who has completed less than one (1) full year of service shall be deemed to have completed one (1) full year of service.
- Employees with six (6) or more full years of service will receive fifty percent (50%) of their current base pay PLUS an additional two percent (2%) of their current base pay for each full year of service.
- Employees eligible to retire will be qualified to accept the lump sum severance amount in addition to pension benefits under the Service Annuity Agreement dated March 30, 1995.
- Current base pay will be calculated as 2080 hours times (x) the employees hourly rate of pay, exclusive of any additives, premiums, bonuses or other adjusted amounts as of the acceptance of voluntary severance.

Medical Benefits

In accordance with employee rights under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), health plan coverage for the employee and covered dependents is available for eighteen (18) months following the date of acceptance of voluntary severance or until the employee becomes eligible for coverage under another employer's group plan whichever comes first.

As part of voluntary severance, the Company will provide additional benefits as follows:

- For the initial twelve (12) months, the Company will continue to pay the same portion of medical plan premiums as for active employees (currently 82%).
- For the next six (6) months, employees will be eligible to continue medical plan coverage under COBRA and pay the total cost of coverage.

- Employees age fifty (50) through age fifty-four (54) who elect early retirement will be eligible for continued medical coverage as provided for retirees age fifty-five (55) and older in the revised Memorandum of Agreement related to Service Annuity dated March 30, 1995 at the current active employee's cost (18%).

Life Insurance

For employees below fifty (50) years of age ineligible for early retirement, basic life insurance equal to one (1) times (x) annual base pay will continue for twelve (12) months following acceptance of voluntary severance at no cost to the employee. At the end of the twelve (12) month period, this life insurance coverage will terminate.

For employees above fifty (50) years of age who are eligible for early retirement, life insurance coverage as provided for future service annuitants in the revised Memorandum of Agreement dated March 30, 1995, will be as follows:

- one (1) times (x) annual base pay at the time of retirement continued until age 65 (maximum of \$150,000)
- life insurance coverage will be reduced after age 65 by ten percent (10%) per year until it reaches thirty percent (30%) of the original amount (minimum of \$15,000).

Educational Assistance

Employees will be eligible for tuition reimbursement for approved classes successfully completed within two years of their date of severance provided they receive a grade of "C" or higher. Employees participating in voluntary severance will be reimbursed for 90% of their costs during this specified period for tuition, books, and mandatory fees up to a maximum total reimbursement of \$3,000.00

Other Benefits

A participant shall not be entitled to any severance or separation pay or early retirement incentive pay or additional benefits other than as provided in this Letter of Agreement. Except as provided in the preceding sentence, a participant's rights under any employee benefit plan maintained by the Company shall be determined in accordance with the provisions of such plans.

Waiver and Release

A participant will not be entitled to receive the severance benefits listed in this Letter of Agreement unless he or she signs a waiver and a release as required.

Limitation on Rights

Voluntary severance is limited to the employees specifically notified of their eligibility to participate and shall have no application to any previous workforce reductions implemented by the Company or to any other voluntary or involuntary terminations of employment.

Term of Agreement

The terms and conditions contained in this Letter of Agreement are subject to the successful ratification of the Memorandum covering changes to the Service Annuity (Pension) Agreement dated March 30, 1995. Unless extended or modified by mutual agreement, the utilization of voluntary severance as described in this document will terminate December 31, 1997. Thirty (30) days prior to the expiration of this Agreement, the Company and representatives of Local Union 15 will meet to discuss the status of specific initiatives which are expected to reduce the overall number of bargaining unit personnel.

Virginia A. Brown

Virginia A. Brown
Employee Relations Manager

Approved:

J. Stanley Graves

J. Stanley Graves
Vice President

Union Negotiating Committee:

Robert A. Joyce
Robert A. Joyce, President/Business Manager

Richard A. Balducci
Richard A. Balducci, Business Representative

Joseph M. Zagar
Joseph M. Zagar, Business Representative

John T. Vito
John T. Vito, Business Representative

Donald H. Groth
Donald H. Groth, Vice President/Business Representative

Mario M. Fingertini
Mario M. Fingertini, Business Representative

Ronald V. Welts
Ronald V. Welts, Business Representative

Richard J. Young
Richard J. Young, Business Representative

**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.

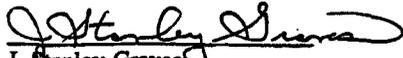
- II. Employees holding positions that perform work set forth in Appendix A and that the company decides to eliminate as a result of such contracting out shall be deemed "Affected Employees." Affected Employees may be released by the Company subject only to the following:
 - A. **Transition Rights** 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.

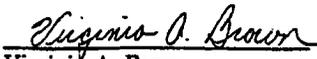
 - B. **Severance Payments** In addition to the benefits available to Affected Employee(s) under the Company's Service Annuity System, Affected Employees shall be eligible to receive severance benefits pursuant to the terms set forth in the Letter of Agreement dated March 30, 1995 between the Company 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

9515.wp5/uef

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 windowns, 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)
(wage 0515.wjg)

IANITOR

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)

(lang0513.wp5)

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)

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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)

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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,


William C. Roberts
Employee Relations Vice President

WCR/mb
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A Unicom Company

**Exelon Generation
Operating Agreement**

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 the date of ratification, for the employees at Braidwood, Byron, Dresden, LaSalle and Quad Cities Stations in promotional series C of Nuclear Exhibit B in the Collective Bargaining Agreement on the payroll on or after August 27, 1999, unless otherwise specifically noted in this Agreement or the attachments hereto.

The terms of the current Agreement shall be from September 2, 2003, to December 31, 2005. The Agreement shall be considered renewed from term to term for one (1) year each at the expiration date December 31, 2005, and each subsequent December 31, unless a written notice of desire to amend or terminate the Agreement is given by the Union or Company at least one hundred and twenty (120) days prior to 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 (90) days prior to 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 the parties do not reach agreement. Changes in the Agreement can be made at any time by mutual consent, provided such amendments are in writing and executed by an Exelon Generation Corporate Officer and a Union Business Representative.

The Nuclear Operating Department Agreement as amended below supersedes the following: the Operating Agreement dated July 15, 1985; the letter regarding Nuclear Station Operations dated April 7, 1988; the November 29, 1993 Twelve Hour Shift Schedule Agreement; the March 24, 1997 Interim Operating Department Agreement; the letter on Crew Concept dated February 20, 1998; the May 26, 1998 Addendum to Interim Operating Department Agreement; and the first sentence of the "Section 11: Relief Week Utilization" portion of the Oliver D. Kingsley, Jr. letter dated January 17, 2002 regarding relief week utilization and out of service writing.

Conditions not specifically covered by this memorandum will be administered in accordance with the provisions of the Collective Bargaining Agreement. Specific issues related to the implementation of this agreement are set forth in Attachment 4. Management and the Union shall utilize their best efforts to resolve any problems that may arise in administering this Agreement.

If this Agreement does not become effective for any reason, Local 15 and the company may assert any preexisting rights they had in the absence of this Agreement. Further, if this Agreement does not become effective, neither party may use this Agreement, or either party's willingness to negotiate regarding any of the subject matter of this Agreement, as evidence in any grievance, arbitration or other proceeding.

September 2, 2003

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Section 1. Crew Concept

- a. For the purpose of maximizing the efficient and effective coordination and performance of activities within each station, employees in promotional series "C" will work on a rotating shift schedule utilizing a crew concept. Schedules may include a certain number of day shift positions as required at each station.
- b. For the purpose of balancing experience levels, shift selection in promotional series "C" will be made by seniority, to become effective in January of the New Year. NSO's and EO's who have less than one year of experience in their job classifications at the time the shift pick is implemented, will be afforded the opportunity to select from an equal number of junior slots on different crews. Vacated shift positions during the year will be assigned by management with respect to seniority of those employees who have been filling shift positions designated as extra, off-shift, or with newly promoted employees. Such assignments will become effective at the beginning of a posted schedule.
- c. As crew picks are made management crew members will be assigned first, followed by bargaining unit member crew picks.
- d. A rotating shift premium equal to the current shift premium will be paid for all hours worked, including overtime hours, on an approved posted rotating shift schedule, as well as any day shift positions offered at crew pick time.

Section 2. Equipment Operator Training

- a. Employees will be required to successfully pass training and qualification examinations. The overall determination of a person's performance may be a combination of written examinations, job performance measures (JPM) and observation of hands-on performance.
- b. When considering employees who request entrance into promotional series "C", only those employees who have satisfactorily completed an entrance examination will be considered. Such entrance examination is designed to determine an employees' aptitude and potential for successfully completing the required training as an Equipment Operator. The parties acknowledge that the P.O.S.S. examination is acceptable as an entrance examination. The Company will discuss with the Union the selection of another examination prior to its implementation.
- c. Employees entering promotional series "C" will enter at the Auxiliary Operator rate of pay. Employees will be required to successfully complete a prepared course of study and on-the-job training, which shall not exceed thirteen months. After successfully completing the training, the employee will immediately be promoted to

**Exelon Generation
Operating Agreement**

Equipment Operator but no later than 13 months after entering the Auxiliary Operator classification.

- d. Employees who are not able to progress satisfactorily at the Auxiliary Operator rate of pay will be removed from the training program. If not a probationary employee, he/she will be demoted to the Station Laborer classification. However, if such employee should be from another Company location and demotion should occur during the 90 day training and qualifying period, the employee will be returned to his/her former job classification, location and rate of pay at no penalty to the Company.
- e. Equipment Operators who are unable to remain qualified in the Equipment Operator classification, e.g. by failing continuing training or annual requalification will be remediated in accordance with the Performance Review Committee (PRC). In the event that the rolling average is less than 80% or in the event of subsequent EO failures, the Performance Evaluation Committee (PEC) will determine how to proceed. If the Equipment Operator is successful in the program, he/she will be returned to the Equipment Operator job classification. If the remediation program is unsuccessful, the Equipment Operator will be demoted to the Station Laborer job classification at the "B" rate of pay as defined in promotional series "A" "B" & "E" in the Collective Bargaining Agreement.
- f. To pass requires a score of at least 80% on initial training, continuing training, and annual requalification examinations.
- g. Beginning with the year 2000 a bonus of \$500 will be paid to EO's who, on the first attempt, successfully complete the annual requalification examination with a score of 90% or better. Such payment will be included in the last pay period of each calendar year.

Section 3. Initial License Training

Selection of qualified NUREG 1021 Reactor Operator candidates for Initial License Training (ILT) will be made on a seniority basis and in accordance with Attachment 1. The Company will maintain an ILT eligibility list.

Prior to the next ILT class following the effective date of this agreement, employees who have an ILT failure or who have declined to attend ILT will be afforded a one time opportunity to choose by seniority to go to either the top or the bottom of the ILT eligibility list.

September 2, 2003

**Exelon Generation
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Employees who enter promotional series "C" and are promoted to the Equipment Operator classification will be placed on the ILT eligibility list ahead of any employee who has elected to be placed at the bottom of the ILT eligibility list.

a. ILT Screening Process

- i. ILT candidates will be required to successfully complete a screening examination. If a screening examination has been passed, it will not be required again.
- ii. The ILT screening examination will be an examination designed to ensure an ILT candidate possesses the required skills to obtain an NRC license, and shall be administered at least semi-annually. The Company will provide self-study materials to candidates prior to the examination. If a candidate fails a screening examination, the Company will provide the candidate with a self-study program (i.e. on one's own time) designed to upgrade identified weaknesses.
- iii. Non-licensed operators will be offered at least 3 opportunities to take the screening examination before they are scheduled to attend ILT (if not afforded three opportunities to take the screening examination, the requirement will be waived). The opportunities must be separated by a reasonable period of time to permit proper self-study and preparation.
- iv. Prior to a scheduled ILT class start date, if those employees who are scheduled to attend the next class were either unable to pass or refused the screening examination after a minimum of three opportunities, they will be considered ineligible. Only those employees that are ineligible above the last ILT student on the list will be charged with a decline per Attachment 1.

b. Medical Evaluation

Prior to selection as an ILT candidate, employees will be required to successfully complete the medical evaluation for a NRC license. Employees unable to meet the medical requirements will be evaluated on a case by case basis. The disposition of such cases will be consistent with the terms and provisions of the Collective Bargaining Agreement and any applicable statutes, e.g., Americans with Disabilities Act (ADA).

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c. License Additive and Promotion to Nuclear Station Operator

Employees who are actively attending and successfully progressing through training for a Nuclear Regulatory Commission Reactor Operator's license shall receive a license additive (See Section 21) in two steps as follows:

- Step 1 Two-thirds of license additive upon entering initial license training.
- Step 2 Final one-third of the license additive effective on the date of successfully completing Checkpoint 3 Systems.

If management delays training after it has started, the employee will be considered actively attending and successfully progressing through training for a Nuclear Regulatory Commission Reactor Operator's license for the purposes of this section. The employee will not be considered actively attending and successfully progressing through training if training is cancelled due to circumstances beyond management's control.

Employees will be promoted to the NSO classification upon acquiring a Nuclear Regulatory Commission Reactor Operators license effective on the date of the written examination (Checkpoint 6). Should an employee fail a portion of the Nuclear Regulatory Commission examination process and be re-examined, such effective date will be the date the employee successfully passed the final portion of the re-examination process.

d. ILT Program

The Nuclear Generation Group (NGG) will incorporate the following checkpoints, which an employee is required to successfully complete within the Initial License Training (ILT) program. The completion of specific checkpoints relative to ILT will be reviewed to ensure the training process is a positive enhancement to improve the success for ILT participants. The General Fundamentals Examination (GFES) (Checkpoint 2) may be administered based on NRC examination timing.

Checkpoint 1: Fundamentals

- An ILT candidate will be required to maintain an overall examination average score of at least 80% as a prerequisite for taking the final examination unless waived by the PEC. To pass will require a comprehensive final examination score of at least 80%.
- Should an ILT candidate be unable to successfully complete the ILT Fundamentals class the PEC will determine how to proceed.