

ICC Docket No. 14-0312

Commonwealth Edison Company's Response to
The People of the State of Illinois ("AG") Data Request
AG 14.01 - 14.05

OFFICIAL FILE

Date Received: August 22, 2014 C. DOCKET NO. 14-0312
Date Served: August 25, 2014 AG Cross Exhibit No. 19

Witness _____
Date 8/28/14 Reporter TO

REQUEST NO. AG 14.01:

Ref: ComEd Ex. 21.0, lines 68-71. Mr. Apple states that "If ComEd sought to discontinue portions of the IBEW incentive compensation package to address proposed disallowances in this proceeding, employees would essentially be taking a pay cut, causing harm to the Illinois workforce."

- (a) Does Mr. Apple understand that it is in ComEd's discretion whether to pay incentives to employees, without regard to the ratemaking treatment applied by the ICC to such incentives?
- (b) Is Mr. Apple aware of whether ComEd or Exelon Corporation could elect to revise the AIP plan to eliminate the Shareholder Protection Feature that ties payouts to Exelon earnings per share?
- (c) Does Mr. Apple agree that, if the Commission disallows recovery in rates of ComEd AIP expense based on the Shareholder Protection Feature, ComEd or Exelon Corporation could respond by (i) ending the AIP, (ii) doing nothing and maintaining the AIP as currently designed or (iii) modifying the AIP to remove the Shareholder Protection Feature? If Mr. Apple believes that it is likely or certain that ComEd would end the AIP, please provide any documents, data, or other information supporting that opinion.

RESPONSE:

- (a) Yes.
- (b) ComEd objects to this request on the grounds it is vague and ambiguous. ComEd further objects to this request on the grounds it calls for speculation. Without waiving these objections or any of ComEd's General Objections, ComEd states as follows.

Mr. Apple is aware that ComEd or Exelon Corporation could make revisions to the AIP plan.

- (c) ComEd objects to this request as vague and ambiguous. ComEd further objects to this request because it calls for speculation. ComEd also objects to the extent that the request implies that ComEd's AIP does not comply with applicable law. Without waiving these objections or any of ComEd's General Objections, ComEd states as follows.

Mr. Apple is not specifically aware of how ComEd or Exelon could or would respond if the Commission were to disallow recovery in rates of ComEd's incentive compensation expense because of the Shareholder Protection Feature.

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REQUEST NO. AG 14.02:

Ref: ComEd Ex. 21.0, lines 74-78, 84-86. Mr. Apple states beginning at line 74 that "[t]he Key Performance Indicators ("KPIs"), which I describe in more detail below, are the basis for incentive compensation; the KPIs are designed to, and do, create efficiencies in operations and expenses. By striving to achieve KPIs, ComEd is able to reduce the overall expenses it must recover in rate cases and better provide safe and reliable service to its customers." Beginning at line 84, he states that "employees are rewarded based on whether they have achieved or exceeded goals, which provides a great incentive for employees to provide superior service to ComEd and its customers."

- (a) Does Mr. Apple believe that ComEd AIP incentive payouts related to the ComEd KPIs are in the correct amount, i.e. not too large or too small, based upon the value of efficiencies they create?
- (b) Does Mr. Apple support the Shareholder Protection Feature of the AIP that results in IBEW members receiving reduced incentive pay when meeting or exceeding ComEd KPI targets, when Exelon Corporation's earnings per share ("EPS") falls below the targets contained in the AIP? Why or why not?
- (c) Does Mr. Apple support reducing AIP incentive pay to IBEW members when Exelon Corporation's EPS falls below targeted levels contained in the AIP? Why or why not?
- (d) Does Mr. Apple support *eliminating* AIP incentive pay to IBEW members when Exelon Corporation's EPS falls below threshold levels? Why or why not?

RESPONSE:

- (a) ComEd objects to this request on the grounds it is vague and ambiguous and specifically objects to the use of the term "correct amount." Without waiving this objection or any of ComEd's General Objections, ComEd states as follows.

Mr. Apple has not analyzed nor does he have an opinion regarding the value of the efficiencies created when ComEd achieves its KPIs. Accordingly, he also expresses no opinion as how the ComEd AIP incentive payouts compare to the value of these efficiencies.

- (b) Mr. Apple understands that the Shareholder Protection Feature is just one part of the larger AIP framework. He further understands that not every aspect of the AIP framework will be beneficial to IBEW members and that this particular feature may operate to reduce the payout of incentive compensation when considered in isolation.
- (c) See ComEd's response to subpart (b), above.
- (d) See ComEd's response to subpart (b), above.

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REQUEST NO. AG 14.03:

- (a) As President, Business Manager, and Financial Secretary of IBEW Local 15, does Mr. Apple know whether the ComEd AIP is addressed in the collective bargaining agreement between the IBEW and ComEd? If so, please provide the pages of the collective bargaining agreement that address the terms of the AIP.
- (b) Given his position as President, Business Manager, and Financial Secretary of IBEW Local 15, has Mr. Apple determined how IBEW members responded upon learning that their 2013 AIP incentive pay based on achievement of ComEd KPIs was being reduced due to Exelon Corporation's earnings per share? Please summarize Mr. Apple's knowledge of fellow IBEW members' responses on this topic.
- (c) How does the Shareholder Protection Feature in the ComEd AIP affect IBEW members' motivation to reach ComEd KPI targets?
- (d) Would Mr. Apple have preferred that ComEd's AIP incentive pay to IBEW members not be reduced in 2013, as happened due to the effect of the Shareholder Protection Feature? Why or why not?

RESPONSE:

ComEd objects to this request on the grounds it is vague and ambiguous. Specifically, ComEd objects to this request to the extent that it asks ComEd or Mr. Apple to provide a response on behalf of and provide individualized information, such as awareness, for almost 3,700 IBEW Local 15 members. See Apple Dir., ComEd Ex. 21.0 at 2:31-40. Without waiving these objections or any of ComEd's General Objections, ComEd states as follows.

- (a) Yes. See pages 285 and 315 of ComEd's Part 285.305(f) filing. Please also see the attachment labeled as AG 14.03_Attach 1.
- (b) Mr. Apple has no personal knowledge regarding IBEW members' response to the 2013 AIP incentive compensation reduction because none of the almost 3,700 members called, emailed or complained to him about the issue.
- (c) Mr. Apple has no opinion as to whether or how the Shareholder Protection Feature affects the IBEW members' motivation to reach ComEd KPI targets. Mr. Apple believes that IBEW members *are* motivated to reach the ComEd KPI targets, and that is their primary focus.

- (d) ComEd objects to this request on the grounds that it seeks information that is neither relevant nor likely to lead to the discovery of admissible evidence in this docket. Without waiving these objections or any of ComEd's General Objections, ComEd states as follows.

Mr. Apple understands that the Shareholder Protection Feature is just one part of the larger AIP framework. He further understands that not every aspect of the AIP framework will be beneficial to IBEW members and that this particular feature may operate to reduce the payout of incentive compensation when considered in isolation.

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**Business Services Company, Exelon Generation Company (Nuclear),
Commonwealth Edison Company and Local Union 15, I.B.E.W.**

**Proposal for
Agreement Reached in Collective Bargaining
as of April 18, 2001**

The International Brotherhood of Electrical Workers and its Local Union 15 ("Union") and Exelon Business Services Company, Exelon Generation Company (Nuclear), and Commonwealth Edison Company (collectively "the Company") agree that their August 25, 1997 Collective Bargaining Agreement shall remain unchanged, except that the terms from the original agreement shall be modified as set forth below.

1. General Wage Increase

- a. A general wage increase computed for each job classification, exclusive of additive, premium or other amounts shown in the exhibits of the Collective Agreement or otherwise, shall be received by employees covered by the Collective Bargaining Agreements on the following basis:

Time and Rate Step Schedule Effective Date	Percentage Increase
April 1, 2001	Three and One Half percent (3.5%)
March 25, 2002	Three and One Half percent (3.5%)
March 24, 2003	Three and One Half percent (3.5%)

- b. The general increase of Three and One Half percent (3.5%) scheduled for April 1, 2001 shall be applied on a retroactive basis. Computations will be rounded to the nearest cent.
- c. Clerical employees in the job classifications of Entry Clerk, Office Service Representative, and Office Service Specialist shall receive an adjustment in their hourly wage rates in addition to the general wage increase proposed above. The rate steps for full time and part time shall remain unchanged.

Entry Clerk

<u>Original Pay Grade</u>	<u>Added Amount</u>	<u>New Pay Grade</u>
\$8.74	\$1.00	\$9.74
\$9.29	\$0.95	\$10.24
\$9.84	\$0.90	\$10.74
\$10.38	\$0.85	\$11.23
\$11.21	\$0.75	\$11.96
\$12.02	\$0.00	\$12.02
\$13.25	\$0.00	\$13.25
\$14.69	\$0.00	\$14.69

Office Service Representative

<u>Original Pay Grade</u>	<u>Added Amount</u>	<u>New Pay Grade</u>
\$8.74	\$1.00	\$9.74
\$9.29	\$0.95	\$10.24
\$9.84	\$0.90	\$10.74
\$10.38	\$0.85	\$11.23
\$11.21	\$0.75	\$11.96
\$14.43	\$0.25	\$14.68
\$17.03	\$0.00	\$17.03

Office Service Specialist

<u>Original Pay Grade</u>	<u>Added Amount</u>	<u>New Pay Grade</u>
\$8.74	\$1.00	\$9.74
\$9.29	\$0.95	\$10.24
\$9.84	\$0.90	\$10.74
\$10.38	\$0.85	\$11.23
\$11.75	\$0.75	\$12.50
\$15.25	\$0.00	\$15.25
\$18.31	\$0.00	\$18.31

- d. **The Underground Protection Electricians position will be paid at the same rate as the Maintenance Inspector position.**

2. Incentive Pay Plan 2002-2004

The Company and Local Union 15 recognize the value an incentive pay plan has in rewarding employees for outstanding performance. The attached Incentive Pay Plan as established by the Company, which is dependent upon the attainment of specific financial, and performance objectives as determined by the Company, shall become effective January 1, 2002, and will expire December 31, 2004. With this understanding, both parties are in agreement to the following plan structure:

- a. The goal structure for the Incentive Pay Plan through the year 2004 will utilize the same goals, plan provisions and requirements developed for the Management Incentive Pay Plan applicable to front-line management employees in each respective Business Unit location. This has been done to foster shared objectives and rewards for management and bargaining unit employees.
- b. The pay out for the three year period 2002-2004 will be in accordance with the payout matrix as follows:

Level of Achievement	Payout Percentage
Threshold	2%
Target	4%
Distinguished	8%

- c. Percentages will be divided proportionately between Corporate, Business Unit, site or strategic goals, as applicable, consistent with the goal structure contained in the Management Incentive Pay Plan.
- d. Beginning in 2002 and for the duration of this agreement, the Plan will allow for a payment as a percentage of annual earnings (base earnings plus overtime, premiums and mileage/travel reimbursements paid as taxable income). See attachment.
- e. For levels of achievement above threshold, actual compensation will be calculated by interpolations between tiers up to maximum of the distinguished level.
- f. Eligibility for the Incentive Pay Plan is limited to employees with greater than three (3) continuous months of service, on the payroll as of December 31 in each of the plan years, including those receiving MBA and industrial disability benefits.

- g. Employees who resign or who are terminated on or before December 31, in each of the plan years, will be excluded from participation in the plan.
- h. Employees on leaves of absence or new hires who have completed their probationary period will participate in the Incentive Pay Plan subject to prorated eligibility. Proration will be consistent with the process for the Management Incentive Pay Plan.
- i. In the event significant revisions occur to the Incentive Pay Plan for management that impact the compatibility of the bargaining unit annual Incentive Pay Plan, the Company will immediately notify the union of the revisions.

3. **Retiree Basic Life Insurance**

- a. Employees who have completed three months of continuous service as a full-time, or part-time who have elected the part-time benefits package, will be eligible for retiree life insurance coverage at the time of retirement from the Company.
- b. Those employees eligible for retiree basic life insurance shall be entitled to coverage equal to one (1) times their pay in effect at the time they retire.
- c. The amount shall remain in force until the employee reaches the age of 65. At age 65, coverage will be reduced by 10 percent (of the original amount) per year until it reaches 30 percent of the original coverage amount or \$20,000 whichever is greater.
- d. All other provisions and terms not specifically addressed in this agreement as they relate to Retiree Life Insurance shall be in accordance with the Life Insurance Plan document.

4. **Employee Savings and Investment Plan**

As of the first payroll period following the ratification of this Agreement:

- a. Participant employees can make before-tax contributions of up to 15% of eligible pay and/or after-tax contributions of up to 10% of eligible pay (provided, however, that combined before-tax and after-tax contributions shall not exceed 20% of eligible pay) to the Exelon Corporation Employee Savings Plan (ESP) for each payroll period (subject to applicable IRS limits).

- b. The Company agrees to increase the rate of employer matching contributions for employee before-tax and/or after-tax contributions to the ESP contributions by .40% as follows

<u>Employee Contribution</u>	<u>Matching %</u>	<u>Match as % of Base Pay</u>
1 - 2%	100 %	2.00%
3 - 5%	82 1/3%	2.50%
6%	25%	.25%
		Total: 4.75%

5. Benefits Plan Information

- a. The Company will provide employees with updated Summary Plan Descriptions for the Bargaining Unit Welfare Benefit Plans (Medical, Dental, Vision and Hearing Care Plan, Childcare Flexible Spending Account, Disability, Life Insurance) no later than December 31, 2001.
- b. The Company will provide employees with individual benefit reports on an annual basis.

6. Grievance – Arbitration Procedure

Article VIII shall be modified to read as follows:

1. There shall be a reasonable number of Stewards, covered by this Agreement, who shall be selected by the Union. Each steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.
2. Chief Stewards shall be selected by the Local Union. The Union shall furnish the Company with a list of the names of the employees selected as Chief Stewards.
3. Only regular employees of the Company as defined by Article III, Section 1 above, employed in the respective work groups they represent, shall be designated as Stewards or Chief Stewards.

4. It shall be one of the duties of the Stewards and Chief Stewards to attempt to adjust disputes or differences referred to them by any of the employees they have been designated to represent.

5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be settled through the grievance procedure.

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

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

Grievance Process Steps

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

Step One - Local Investigation

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

Participants

Local Union Representatives:

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

Line Management Representatives:

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

Labor Relations/Human Resources Facilitation-Support

- **One (1) Labor Relations/Human Resources rated-level Human Resources Management Representative**

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

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

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

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

Step Two - Business Unit Joint Grievance Committee

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

Local Union Representatives:

- Two (2) Business Representatives

Line Management Representatives:

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

Labor Relations/Human Resources ~~Facilitation-Support~~

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

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

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

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

The Company shall forward to the Local Union an answer to the Step 2 grievance within thirty (30) calendar days of the Step 2 meeting.

Any referral to the Step 3 Review Committee must occur within thirty (30) calendar days of receipt of the Step 2 answer.

Step Three - Review Committee

The Review Committee shall be composed as follows:

Local Union Representatives:

- Two (2) Representatives appointed by the Business Manager including the Business Manager, Senior Assistant Business Manager, and Officers of Local Union 15.

Line Management Representatives:

- One (1) Executive Level Operational Manager representing the main operation business units and General Office the Business Unit in which the grievance originated. If titles change the appropriate level will remain the same or higher.

Labor Relations/Human Resources Facilitation Support

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

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

Review Committee Procedure

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

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

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

Step Four - Arbitration

If the dispute or difference is not satisfactorily settled by the Review Committee, it shall be referred, at the request of either party, to an impartial arbitrator. Such referral must be made within forty-five (45) calendar days from the date of receipt by the Union of the Step 3 answer.

The appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The list shall contain the names of 15 arbitrators all of whom are members of the National Academy of Arbitrators. No arbitrator shall be included in the list who has been selected to act or is active as the impartial arbitrator in any other pending labor arbitration, other than an expedited arbitration, between the Company and Local Union 15. ~~Each party will remove no more than seven (7) of the arbitrators from the list and return it to the Federal Mediation and Conciliation Service.~~ The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his/her selection. The parties shall alternate the initiation of the strike process. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

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

No less than twenty-one calendar days prior to the arbitration hearing, each party and/or its authorized representatives shall provide the other all exhibits and a list of witnesses that the party intends to use or call as part of the presentation of its direct case, should the matter proceed to a hearing without a settlement. Potential rebuttal witnesses and exhibits that the party intends to introduce only on rebuttal, for impeachment purposes, or otherwise during cross-examination, need not be disclosed. Disclosure of intended witnesses or exhibits does not obligate the disclosing party to use those witnesses or exhibits at the hearing. By mutual consent of the parties, any of the requirements of this paragraph may be waived or modified.

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

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

In grievances involving discharges, it is the objective of the parties that the grievance will normally be resolved within nine (9) months of the discharge. In order to accomplish this objective, if the grievance is processed to Step 4 and a panel of arbitrators is requested from the Federal Mediation and Conciliation Service, the panel shall include the names of ~~eleven (11)~~ fifteen (15) arbitrators who are members of the National Academy of Arbitrators. ~~The Company and the Union agree to strike no more than five (5) seven (7) names on the panel of arbitrators and to rank the remaining arbitrators.~~ The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify the Federal Mediation and Conciliation Service of his/her selection. The parties shall alternate the initiation of the strike process. If the selected arbitrator is not available to conduct the arbitration hearing within two (2) months of his or her selection, the next mutually agreeable arbitrator on the panel will be contacted for their availability. If a transcript of the hearing is requested, it must be furnished within three (3) weeks of the close of the hearing. By mutual consent, any of the foregoing time periods may be waived or modified.

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

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

Either the Company or Union may choose to utilize the Expedited Arbitration Procedure, in the case of a grievance ~~The parties have established an expedited arbitration procedure for all grievances where the requested remedy would cost the Company under \$5,000~~ \$25,000 and the issue does not involve disciplinary action of more than three days or discharge.

Under the Expedited Arbitration Procedure, the appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services. The list shall contain the names of fifteen (15) arbitrators all of whom are members of the National Academy of Arbitrators. ~~No arbitrator shall be included in the list who has been selected to act or is active as the impartial arbitrator in any other pending labor arbitration between the Company and Local Union 15. Each party will remove no more than seven (7) of the arbitrators from the list and return to the Federal Mediation and Conciliation Services.~~ The parties agree to confer within ten (10) business days of receipt of the list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall engage in an alternate strike process until only one arbitrator is remaining and, upon

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

Grievances in the Expedited Arbitration Procedure shall be presented to the Company and Union by representatives as referenced in Steps 1, 2, 3 of the grievance procedure and shall be heard without attorneys unless both parties mutually agree to their inclusion in this step of the process, and shall be conducted without transcripts or recordings. The Arbitrator shall issue a one-page Arbitration Award within ten (10) days of the hearing. The Impartial Arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms or grant any remedy that would cost in excess of \$25,000 to the Company. The Arbitration Award shall be binding on the Company and the Union, but shall not constitute a precedent as to other grievances in the future and shall not be introduced into any other arbitration in the future. No more than one grievance may be submitted in each expedited arbitration proceeding.

Other Provisions

Either the Company or Union representatives participating in the discussions outlined above ~~of any of the Committees provided for in each of the grievance Steps 1 through 4~~ may, if they agree that further determination of fact is required, request an extension of time which may be granted by the other. In no event shall any extension by either or both parties exceed one additional time period provided for at the step level where the extension is granted. By mutual consent, any step in the grievance procedure may be bypassed.

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

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

~~6. In all cases in this Article where a certain number of working days is stipulated, the said number of days shall not include Saturdays, Sundays, or holidays.~~

6. Pay at their basic hourly rates of pay will be allowed officially designated Union representatives, or their alternates, as provided for in this Article, for the basic workdays

of their basic workweek, while engaged in the following steps of the grievance procedure:

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

7. Dr. Martin Luther King, Jr. Holiday

Article IV, Section 24 shall be modified to read as follows:

24. Each employee will be allocated four (4) floating holidays to be scheduled and observed on their basic workday. For timekeeping purposes, the floating holiday will be scheduled similar to an extra vacation day in accordance with the vacation provisions in Article VI.

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

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

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

In addition, the following days shall be recognized holidays: New Year's Day, Martin Luther King Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

8. Travel and Moving Expense Ground Rules

The following revisions to the Per Diem expenses shall be modified to read as follows:

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

TRAVEL AND MOVING EXPENSE GROUND RULES

The following guidelines relative to travel and moving expenses are established effective the first day of the beginning of the pay period following ratification of the agreement dated April 18, 2001 and supersede the guidelines dated March 16, 1998.

A. Use of Employee Owned Auto:

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

B. Permanent Change in Work Location:

1. Relocation

Whenever an employee is, at the direction of the Company, transferred without promotion to another work location, the Company will reimburse the employee for moving expenses resulting from such transfer provided the transfer is expected to last one (1) year or more and the additional distance exceeds sixty-five (65) one-way miles.

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

2. Travel Expense

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

Differential Round Trip Miles	Commuting Allowance
1 - 14	\$7.50
15 - 29	\$10.00
30 - 49	\$10.00
50 - 59	\$15.00
60 - 69	\$15.00
70 - 79	\$20.00
80 - 89	\$20.00
90 - 99	\$25.00
100 - 109	\$25.00
110 - 119	\$30.00
120 - 129	\$30.00
130 and above	See Per Diem

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

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

C. Temporary Changes in Work Location:

An employee whose work location is temporarily changed for a period of less than one (1) year will be eligible for travel reimbursement in accordance with the preceding reimbursement schedule, based upon the increased difference in mileage between their home and the two work locations as defined in Section B2. In addition, employees receiving per diem will be eligible to receive reimbursement for the increased differential mileage expense for one (1) round trip based upon the Company's current mileage rate up to a maximum amount equal to the current per diem rate (\$85.00). Since this is intended to compensate qualified employees who choose to lodge near their temporary work site, employees will be eligible to receive up to one round trip increased mileage reimbursement per calendar week for the duration of each reassignment, provided the employee furnishes to the Company the proper proof of lodging receipts.

Effective the first day of the pay period immediately following ratification of the agreement dated April 18, 2001, the travel and reporting allowance provisions of previously negotiated agreements will be handled in accordance with the revised travel and moving expense ground rules contained herein.

D. Promotions, Voluntary Transfers and Demotions

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

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

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

9. Procedure and Groundrules for Clerical Lateral Transfers

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

The Company will provide information on openings through the Exelon Employee Service Center (1-877-7Exelon) and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a lateral transfer after completing two (2) years of actual experience within a job classification as identified in the Letter of Agreement, dated April 28, 1997 as qualifying for lateral transfers.

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

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

10. Guidelines for Filling Physical Jobs in Commonwealth Edison

1. The Company will provide information on openings through the Exelon employee Service Center (1-877-7Exelon) and other electronic and printed communication mediums as may be appropriate.
2. Both lateral and promotional openings shall be posted and announced for the period from Monday, 10:00 a.m. through Sunday, 12:00 midnight.
3. Openings at the "A Rate" or above will be posted for lateral consideration first.
4. Lateral transfers will only be filled on a "like for like" basis.
5. The Company will process a maximum of three (3) lateral requests prior to making a promotion. The promotion will occur wherever the vacancy exists.
6. If an employee should lateral within their 90-day qualifying period, their 90-day qualifying period would start over at their new location.
7. Employees unable to perform the job requirements within the 90-day qualifying period will be demoted to their previous job title and will be sent back to their former location. A demotion after 90 days will result in the employee being demoted to their previous job title at their present location.
8. The Company will make every effort to place qualified excess employees before filling job openings by lateral or promotion.
9. The effective date of the job promotion or lateral move is the day the employee accepts the job. Once acceptance has been made, employees cannot change their minds.
10. Management will call employees at home on vacation days. If management is unable to contact the employee, the running of the job will be put on hold until that employee returns from vacation. (See attached agreement)
11. An employee who is on vacation for a period of one week or longer may submit a pre-bid for potential position(s) that will be posted during the period the employee is on vacation.
12. An employee who submits an application while on a leave of absence will be expected to return to work the next business day upon acceptance of a new job.

13. An employee who submits an application for a lateral transfer while on disability or restricted duty must provide a medical release stating that he or she would be able to report to "full duty" within two weeks (14 calendar days). If the employee fails to provide this information, he or she is ineligible for the posting. Availability will be determined by the ComEd Occupational Health Services Department.
14. An employee who submits an application for a promotion while on disability or restricted duty must provide a medical release stating that he or she would be able to report to "full duty" within 21 days. If the employee fails to provide this information, he or she is ineligible for the posting. Availability will be determined by the ComEd Occupational Health Services Department.
15. Persons unable to perform all requirements of a job due to medical restrictions may be denied a lateral move or promotion into that specific job.
16. Once an employee has been canvassed for a job opening they are required to accept or reject the offer by the beginning of the next business day.
17. An employee who has accepted a lateral transfer can only lateral back to the same location in Round 2 or 3, if it is a different shift.

11. 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 by adding the total number of regularly scheduled hours and prorating this relative to a full-time forty (40) hour work week.~~
- ~~B. New hires into part-time positions with less seniority than full-time employees in lower job classifications will not be eligible to transfer or promote to a full-time position or into a like job classification if an employee in a lower job classification is eligible for a promotion in accordance with the Exhibit B of the Collective Bargaining Agreement.~~
- 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.

12. 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.

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

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

13. Other

This Agreement is subject to mutually agreed to "housekeeping" changes, cross reference changes, editorial corrections, and review of outstanding Memorandum of Agreement and appropriate date changes to reflect an updating of the Agreement.

April 18, 2001

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

Subject: Requests to schedule vacation outside the vacation periods set forth in Article VI, Section 6 of the Agreement

Dear Mr. Starr:

During negotiations the Union raised the issue of employee requests for vacation outside the vacation periods set forth in Article VI, Section 6 of the Agreement being unreasonably denied. The Company disputed that such requests were unreasonably denied. The Company noted that it is in the best interests of the Company to allow such requests subject to operating conditions and work requirements. Accordingly, the Company agreed that such requests would be encouraged and allowed subject to operating conditions and work requirements.

Sincerely,

John Samolis
Vice President of Employee & Labor Relations

April 18, 2001

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

Subject: Implementation of the Passport System in Exelon Nuclear

Dear Mr. Starr:

The parties have discussed the implementation of the Passport System in Exelon Nuclear during these negotiations. In an effort to resolve concerns that have been identified, including the Union's contention that management is performing bargaining unit work as a result of this technological change, it is agreed that a Joint Union/Management Committee will be established to develop guidelines governing the manner in which work is performed.

This Committee will be comprised of two Management and two Union appointees and will begin meeting no later than sixty (60) days following ratification of the Agreement.

Sincerely,

John Samolis
Vice President of Employee & Labor Relations

April 18, 2001

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

RE: For Cause Drug and Alcohol Testing

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

Sincerely,

John Samolis
Vice President of Employee & Labor Relations

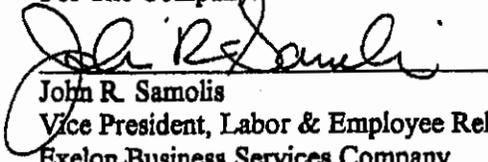
Article IX
Term of Agreement

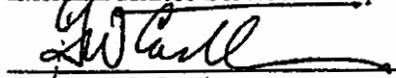
1. This Agreement, when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood, shall be effective as of April 1, 2001, for the employees on the payroll on or after April 1, 2001.

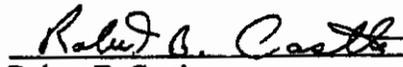
2. The term of the current Agreement shall be from April 1, 2001, to March 31, 2004. The Agreement shall be considered renewed from term to term of one (1) year each at the expiration date of March 31, 2004, and each subsequent March 31, unless a written notice of desire to amend or terminate the Agreement is given by the Union or Company at least sixty (60) 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 (40) 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 negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.

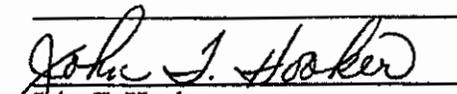
The undersigned agree to the provisions of the Memorandum of Agreement dated April 18, 2001, with a recommendation to the membership for their ratification.

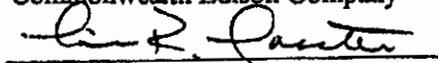
For The Company:

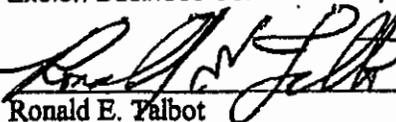

John R. Samolis
Vice President, Labor & Employee Relations,
Exelon Business Services Company

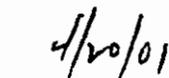

Gregory W. Castle
Vice President, Labor Relations,
Commonwealth Edison Company


Robert B. Castle
Director, Labor Relations, Exelon
Generation Company

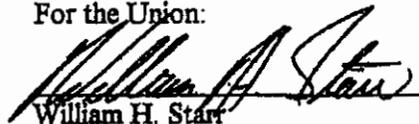

John T. Hooker
Vice President Distribution Services,
Community Relations,
Administrative Services,
Commonwealth Edison Company

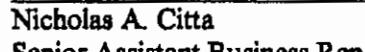

Linn R. Lasater
Director, Labor Relations
Exelon Business Services Company

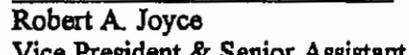

Ronald E. Falbot
Regional Distribution Operations
Commonwealth Edison Company


Date

For the Union:


William H. Starr
President & Business Manager


Nicholas A. Citta
Senior Assistant Business Rep


Robert A. Joyce
Vice President & Senior Assistant
Business Rep


Thomas H. O'Reilly
Senior Assistant Business Rep

2000 Annual Incentive Award Program Eligible Earnings List

Barg Unit /Mgt/ov Both	Earnings Code	Description	Pay Rule / Notes
Barg Unit	001B	Regular	Regular straight time wages based on hours worked during a basic work day.
Barg Unit	003	10% Mgmt Premium Regular Hours	For handful of Nuclear employees only - signed agreement upgrade to mgmt for one year
Barg Unit	030	Time Off with Pay - Rest	Pay for employees not at work due to significant overtime from the previous day (@ straight time wages). (Decrement of norm)
Barg Unit	104	Shift Premium-Excess Hrs @ \$1.36	Premium of \$1.36 a hour for overtime worked during a night shift.
Barg Unit	105	Shift Premium-Regular Hrs @ 1.36	Premium of \$1.36 an hour to Bargaining Unit employees who work a night shift.
Barg Unit	118	Sunday Prem - Emp @ .25xrate	Premium every hour to employees whose basic work day is Sunday (pays 25% of straight time rate)
Barg Unit	142	10% Mgmt Premium OT 1.5 X Rate	For handful of Nuclear employees only - signed agreement upgrade to mgmt for one year
Barg Unit	152	10% Mgmt Premium OT 2 X Rate	For handful of Nuclear employees only - signed agreement upgrade to mgmt for one year
Barg Unit	170	Night Shift-Add'l Hrs @ Reg Rate	Additional regular hours worked during the night shift (paid at the straight time rate).
Barg Unit	182	Min. Time Call Back-2 Hrs @ Reg	Two hours of straight time paid when the call out is less than a hour and 15 minutes.
Barg Unit	380	Unmetered Current Award	Payments to employees for detecting unmetered current.
Barg Unit	384	Meter Reader Bonus	Performance bonus paid to meter readers.
Barg Unit	388	Training Meter Reader	\$4 / day for meter reading training rookie
Barg Unit	390	Upgrade to Management @ \$0.50	Employees upgraded to management (Hours are input into Vari; Genesys calcs at .50 per hour).
Barg Unit	394	Bargaining Unit Upgrades	
Barg Unit	502	Disability-Days 6 to 180 @ 37.5%	
Barg Unit	503	Disability-Days 6 to 180 @ 43.5%	
Barg Unit	504	MBA Co. Pmt - Days 6-180 @ 37.5%	After 1st week, company portion of disability less than 6 months duration (Decrement from norm).
Barg Unit	505	MBA Co. Pmt - Days 6-180 @ 43.5%	
Barg Unit	512	MBA - Employee Pmt. @ 37.5% (A)	Medical Benefits Association (MBA) disability payments to employees. Not subject to taxes.
Barg Unit	513	MBA - Employee Pmt. @ 43.5% (A)	
Both	005	Back Pay - Regular	Backpay on regular straight time wages based on hours worked during a basic work day.
Both	015	Vacation / PTO	Vacation and Paid Time Off (PTO) at the employee's straight time rate. (Decrement of norm)
Both	016	Previous Year Vacation/PTO	
Both	020	Company Holiday	Holiday pay at the employee's straight time rate. (Decrement of norm)
Both	035	Time Off with Pay	Time off with pay at the employee's straight time rate. (Decrement of norm)
Both	040	Military Pay Differential	Difference between base pay & pay received from military duty. (Not needed if employee "turned over" military ck to ComEd.
Both	124	Holiday @ Time & One Half	Time and one half for employees who work on a holiday during a day shift.
Both	128	Holiday @ Time & One Half-RDO	Time and one half for Bargaining Unit employees whose Regular Day Off is also a holiday.
Both	138	Part time @ Regular Rate	Overtime paid to part-time employees who have not worked 8 hours on a basic work day.
Both	140	Overtime @ Time & One Half	Overtime paid to employees for working outside their basic work day (paid at time and one half).
Both	144	Night Shift OT @ Time & One Half	Overtime hours worked during the night shift (paid at time and one half).
Both	150	Overtime @ Two Times Rate	Overtime paid at the double-time rate.
Both	154	Night Shift Dbl Time @ 2.0 x rate	Double-time hours worked during the night shift.
Both	160	Night Shift-Holiday @ 1.5 x Rate	Holiday hours worked during the night shift (paid at time and one half).
Both	178	Shift Prem-12 Hr Shift @ .5 Rate	Half time paid for each hour a 12 hour shift employee works more than 40 hours in a work week.
Both	198	Back Pay - Variations	Back Pay on all earning other than regular basic work day wages due to a general increase.
Both	348	Inventions / Patents	Payment given to employees for Inventions / Patents .

2014 C-TRU 0003193

2000 Annual Incentive Award Program Eligible Earnings List

Barg Unit /Mgt/for Both	Earnings Code	Description	Pay Rule / Notes
Both	356	Annual Nuclear Requal Bonus	Annual nuclear requalification payment for operators.
Both	520	Disability	First week non-industrial disability, PTO for management (Decrement from norm).
Both	524 *	Workers Comp (A)	Legal portion of disability compensation applicable to Industrial Disability. Not subject to taxes.
Both	528	Workers Comp-Co. Pmt.	Additional company payment in excess of legal requirements for Industrial Disability.
Barg Unit	256	Commuting Allowance	Travel allowance included in employees' wages paid to report to another location
Barg Unit	264	Travel Allowance	Travel allowance included in employees' wages.
* Note: Code 524 & 528 earnings are NOT included beyond the date when there are code 532 earnings (6 months).			

2014CFRU 0003194

Exelon

Nuclear

Exelon Generation
1400 Opus Place
Downers Grove, IL 60515-5701

www.exeloncorp.com

April 19, 2001

Mr. William H. Starr
Local 15, LB E.W.
1548 Bond Street, Suite 103
Naperville, IL 60563

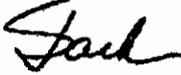
Subject: Co-mingling of Bargaining Unit and Contractor Employees at Exelon Nuclear

Dear Mr. Starr:

As you are aware, I have committed to you that we do not intend to mix contractor and bargaining unit work groups together into an integrated crew, working on a single job for the same supervisor. And, as you indicated, you do not have a problem with vendor technical representatives supporting the work of bargaining unit crews or contractor crews working with bargaining unit employees on large-scale projects such as refueling floor or dry well activities.

I urge that we meet to provide other examples of what is and is not agreeable so as to avoid conflict in the future. If this is acceptable, please contact me after ratification so that we can arrange a mutually convenient date for such a discussion

Sincerely,



Jack Skolds
Chief Operating Officer

JS/vlb

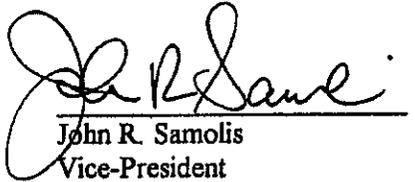
April 18, 2001

William H. Starr
President, Business Manager
Local 15, I.B.E.W.
1548 Bond St., Suite 103
Naperville, IL. 60563

Dear Bill:

The Company and Union have had numerous discussions concerning the repayment of MBA funds from cases that are later determined to be industrial injury or illness. The Company agrees that an audit will be conducted and any funds owed to the MBA shall be credited promptly.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Samolis", is written over a horizontal line.

John R. Samolis
Vice-President
Employee and Labor Relations
Exelon Corporation

ICC Docket No. 14-0312

**Commonwealth Edison Company's Response to
The People of the State of Illinois ("AG") Data Requests
AG 14.01 - 14.05**

Date Received: August 22, 2014

Date Served: August 25, 2014

REQUEST NO. AG 14.04:

Please describe Mr. Apple's knowledge of all years in which earned AIP incentive pay based on IBEW members' achievement of ComEd KPI targets was reduced due to the Shareholder Protection Feature or any similar "limiter" feature based on earnings per share. Please state the year and the reduction to ComEd AIP incentive pay resulting from the Shareholder Protection Feature for each year.

RESPONSE:

Mr. Apple is generally aware that the AIP incentive pay to IBEW members based on their achievement of ComEd KPI targets has been reduced due to the Shareholder Protection Feature. Please see Brinkman Sur., ComEd Ex. 25.0, 6:108.

ICC Docket No. 14-0312

**Commonwealth Edison Company's Response to
The People of the State of Illinois ("AG") Data Requests**

AG 14.01 - 14.05

Date Received: August 22, 2014

Date Served: August 25, 2014

REQUEST NO. AG 14.05:

- (a) Are IBEW members employed by ComEd aware that their AIP incentive pay may be limited by Exelon Corporation's earnings per share ("EPS")?
- (b) What communications has the IBEW provided to employees explaining the operation of the ComEd AIP? Please provide all such documents.
- (c) Are IBEW members employed by ComEd aware of published financial forecasts and earnings reports concerning Exelon Corporation?
- (d) Please describe the actions IBEW members employed by ComEd can take to affect Exelon's EPS. Explain and quantify, to the extent possible, the effect ComEd's IBEW employees have had on Exelon's EPS in 2012 and 2013.

RESPONSE:

ComEd objects to this request as vague and ambiguous. Specifically, ComEd objects to this request to the extent that it asks ComEd or Mr. Apple to provide a response on behalf of and provide individualized information, such as awareness, for almost 3,700 IBEW Local 15 members. See Apple Dir., ComEd Ex. 21.0, 2:31-40. Without waiving these objections or any of ComEd's General Objections, ComEd states as follows.

- (a) IBEW members that are also ComEd employees are provided with information *by ComEd* that describes how AIP incentive pay may be limited by Exelon Corporation's earnings per share. Please see ComEd Ex. 2.01 (ComEd's 2013 Annual Incentive Program) and the attachment to ComEd's Response to Staff Data Request RWB 7.01 labeled as RWB 7.01_Attach I (Exelon 2013 Annual Incentive Program).
- (b) See ComEd's response to subpart (a), above.
- (c) ComEd cannot provide a response as to whether individual IBEW members employed by ComEd are aware of or have read published financial forecasts or earnings reports concerning Exelon Corporation.
- (d) ComEd objects to the time period of this request because it seeks information relating to a year other than 2013. Without waiving this objection or any of ComEd's General Objections, ComEd states as follows. ComEd is not aware of specific actions that an IBEW member could take to directly affect Exelon's earnings per share. Rather, IBEW members are motivated by a desire to meet and exceed ComEd operational metrics and personal performance goals, which produce tangible customer benefits.