

**Commonwealth Edison Company  
ICC General Information Requirements  
Sec. 285.305(f)**

**For Filing Year 2016**

## UNDERGROUND REORGANIZATION

January 10, 2012

### OBJECTIVE:

To create a more flexible Underground Department across the Commonwealth Edison service territory that upholds employee safety and enhances productivity and efficiency.

### PROVISIONS:

#### I. Modified Promotional Series

- a. Newly established promotional series has been established to improve efficiency and enhance productivity. (Promotional Series I)
- b. Increases career opportunities and options within the Underground Department.
- c. Clarifies the traditional Underground Promotional Series, combines the Inside and Outside Promotional Series (Promotional Series I)
- d. Retains current classifications (Underground Protection Electrician and Underground System Map Recorder)

#### II. Rates of Pay

- a. 3.30 % increase in hourly rate of pay for employees in Promotional Series I unless denoted below
- b. 1.5% additive for Transmission Underground (TUG)
- c. Promotional Series\*
  1. Lead Crew Leader Underground (Paid per current CBA wage Rate for Lead Crew Leader, Line)
  2. Crew Leader, Cable Planner ( Paid same rate as Crew Leader, Cable)
  3. Crew Leader, Cable
  4. Cable Splicer
  5. Underground System Map Recorder (Pay will be at current A rate of pay)
  6. Underground Protection Electrician (Pay is at current A rate of pay)
  7. Principal Facilities Electrician (Pay will be at current A rate of pay )
  8. Underground Mechanic (Pay will be current A rate of pay)
  9. Cable Splicer, Starting
  10. Underground Laborer
  11. Underground Helper (Pay will be at current Substation Helper rate of pay)

\*See attached Wage Tables for Promotional Series I (See Attachment 1)

### III. New Job Classifications and Career Opportunities

#### (Job Descriptions See Attachment III)

- a. Lead Crew Leader Underground
  - i. Opportunity for promotion for Crew Leader, Cable
  - ii. Classification may be utilized in distribution and transmission
  - iii. Utilization in the CWT pilot in Promotional Series
  - iv. Summary of duties
- b. Crew Leader, Cable Planner
  - i. Opportunity for promotion for Crew Leader, Cable
  - ii. Classification may be utilized in Promotional I and TUG as required
  - iii. Utilization in the CWT pilot in Promotional Series
  - iv. Summary of duties
- c. Principal Facilities Electrician
  - i. New classification within promotional Series I
  - ii. Summary of duties
- d. Underground Mechanic
  - i. New classification within promotional Series I
  - ii. Opportunity to promote to Cable Splicer Promotional Series I
  - iii. Summary of duties
- e. Underground Laborer
  - i. New classification within Promotional Series I
  - ii. Promotional opportunity to Underground Mechanic within Promotional Series I
  - iii. Opportunity to promote to Cable Splicer Promotional Series I
  - iv. Summary of duties
- f. Underground Helper
  - i. New classification within promotional Series I
  - ii. Number of positions
  - iii. Opportunity to promote to Cable Splicer Promotional Series I
  - iv. Summary of duties

### IV. Crew Assignments

#### a. Crew Safety and Size Flexibility

It is the Company's intent to assign work within the capabilities of crew size and the equipment provided to facilitate the greater utilization of two-person crews. The demonstration of appropriate job routines will be used to introduce new work practices and equipment as they are developed and to resolve job issues as they arise in the field.

To prevent disputes on crew size, the responsible Supervisors and Planners shall give thorough consideration to address the scope of the job when reviewing and confirming the size of the crew needed.

Recognizing the potential sensitivity of the resulting work assignments, the Company and Local 15 reaffirm their commitment of placing the safety of employees and the public as an overriding consideration when planning and assigning work. During Underground construction tasks in manholes and below grade vaults, an attendant will be present outside of the space at all times. With this goal in mind, a crew shall receive additional assistance when the Person In Charge (e.g. Crew Leader), after reviewing the assignment on the job site, feels additional assistance is warranted. If, after reviewing the assignment at the job site, the Crew Leader feels the conditions are proper for two person work, the job shall proceed as assigned.

Positive steps will be taken to ensure that Field Supervisors understand their obligation to provide assistance in accordance with the above paragraph. In addition, special emphasis will be placed on identifying and attempting to resolve problem areas in each region. Unresolved disputes will be handled in accordance with the review committee provision of this memorandum.

**b. Dispute Resolution Process**

i. Local Review

If a job assignment remains in dispute after it is completed (if it has not been resolved by the Person In Charge (e.g. Crewleader) and their immediate Supervisor), a Local Assignment Review Committee (LARC) that consists of two (2) Union and two (2) Management members will seek to resolve the issue at the local level. If the matter cannot be resolved at the local level, the matter shall be referred to the Work Assignment Review Committee.

ii. Company- Union Review

A Work Assignment Review Committee (WARC) made up of both Union and Company representatives will be established. The Work Assignment Review Committee will be responsible for the evaluation and resolution of disputed two person crew work assignments. The WARC will be comprised of three Union selected representatives (one from Chicago, one from TUG and one from the Suburban Region) as well as three Company selected management representatives (one Chicago, one TUG and one Suburban Region). Each disputed work assignment will be carefully reviewed by the WARC and every effort will be made to demonstrate whether or not it can be performed safely. The members of the WARC should be experienced in underground work. They shall be responsible for the evaluation and resolution of disputed assignments on a Company wide basis. Additionally, WARC will have standing quarterly meetings to discuss the implementation of these provisions.

In the interest of employee safety, employees will not be forced to perform a work assignment which is in dispute and before the review committees.

In the case where the WARC cannot resolve a disputed work assignment, Local 15, if it so chooses, may file a grievance at Step 2 of the grievance procedure.

Prior to implementation of the unresolved assignment issue that has been reviewed by WARC but remains unresolved, the Company will not implement the disputed assignment unless a Vice President of ComEd first contacts the President or Vice President of Local 15 to discuss the implementation plans of the assignment.

If, in the future, the Company determines that other Underground assignments are appropriate for a two person crew (such as new technology, work practice changes, et cetera), the Company will meet and discuss such assignments with the WARC prior to the implementation of the change.

**c. Training**

The company has committed to a thorough and complete hands-on training to qualify employees to perform tasks that have not been performed, either recently or historically, by employees in the Underground Department. This shall include new equipment, material or work assignments that may, as a result of this agreement, be performed by an Underground crew.

The Underground Department will perform switching and grounding for their own work, provided they are trained and qualified. This agreement will not take away switching and grounding performed by other departments.

**d. Crewleader Assignments**

All employees in the Crew Leader, Cable job classification will assign work to a crew numbering from two (2) to five (5), with the exception of the pulling crews where a crew may be comprised of up to six (6), including themselves. On a seniority basis, employees in the Crew Leader, Cable classification shall be polled annually for the purpose of being offered the opportunity to lead three (3) to five (5) person crews. The polling will conclude when the number of three (3) to five (5) person crew leader positions equals thirty three percent of the total number of Crew Leaders, Cable at each location. Additionally, a target of twenty-five percent three person Crewleader positions will be fielded each day. These provisions may be waived during storm, emergency response, when the working schedule does not have an adequate number of three-person assignments or the staffing at a Company location does not support the above percentages.

**V. Overtime:**

- i. Overtime shall be distributed per the CBA; Art IV Sec 17,

As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees.

The employee with the least amount of cumulated overtime hours within the overtime work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.

- ii. Overtime and vacations will be administered to the Underground Department employees by workgroup/classification.
  1. The following will be the overtime and vacation lists, by location, within the Underground Departments:
    - a. Lead Crew Leader
    - b. Crew Leader, Cable Planner and Crew Leader, Cable
    - c. Cable Splicer
    - d. Underground System Map Recorder
    - e. Underground Protection Electrician
    - f. Principal Facilities Electrician
    - g. Mechanic Underground
    - h. Cable Splicer, Starting
    - i. Laborer
    - j. Helper
  2. Lead Crew Leader will be utilized for all Crew Leader, Cable overtime Underground assignments after all available Crew Leaders, Cable and Crew Leader, Cable Planners within the location have been offered overtime.

## **VI. Transmission Underground (TUG) Organization**

Transmission Underground is responsible and dedicated for corrective and preventive maintenance of transmission underground equipment and facilities. These assets are 69kV and greater in the ComEd Transmission Service Territory, which also includes regions external to Chicago. Maintenance consists of performing manhole inspections, DGA sampling, pumping plant inspections, Low Pressure Fluid Filled (LPFF) repairs, High Pressure Fluid Filled (HPFF) repairs and miscellaneous alarms related to oil pressures. This organization may assist in 12kV and 34kV splicing for T&S and Distribution.

In addition, in order to provide exposure to the Transmission Underground Workgroup, the Company commits that employees in the Cable Splicer, Starting job classification will be exposed to TUG work for a minimum of two months. Time spent in TUG as a Helper UG or Laborer UG shall not apply for this requirement. Furthermore, the Helper, Underground or Underground Laborer may also receive appropriate assignments in TUG based on scheduling, workload and other factors.

**Note:** The TUG Additive does not apply to the above employees who are being exposed to TUG in this instance. However, in the event a Cable Splicer, Starting remains in TUG beyond two months, the TUG additive will apply. Travel provisions will apply as per the CBA. Time spent in TUG as a Helper, UG or Laborer, UG shall not apply for this requirement.

Current work practices with respect to work jurisdiction will remain unchanged. The current Transmission Underground home reporting location is West Tech. Travel matters will be administered in accordance with the CBA and the January 2000 trial job site reporting guidelines unless otherwise amended, modified or eliminated at a subsequent time after negotiations with Local 15.

**a. Training**

The Company agrees, with input from the Union, to educate and train employees on the purposes of, and the skills necessary to perform duties in TUG, in areas such as:

- Transmission Underground System Overview.
- Print reading, one-line circuit maps, cable and conduit (C&C) pages and alarm prints.
- Switching, Valving, and Grounding.
- Low Pressure / High Pressure Fluid Filled Systems:
  - Construction of terminations and splices
  - Phasing and cable identification
  - Drain and oil fills
  - Vacuum
  - Pumping plant inspections
- Manhole Inspections.

Employees in the Transmission Underground workgroup will maintain the qualifications to perform distribution underground assignments.

The above referenced areas of training are not all inclusive and may be enhanced or otherwise modified.

**b. Staffing**

The TUG organization will maintain its current staffing of eighteen (18) employees; six (6) Crew Leaders, Cable and twelve (12) Cable Splicers. Additional Underground classifications may be utilized in the TUG organization.

The following guidelines will apply to Crew Leaders, Cable and Cable Splicers only.

- i. The current employees in Transmission Underground will be assigned a home location dictated by what location they left to enter TUG.
- ii. Initial staffing for Crewleaders, Splicers and alternates will be filled by system-wide seniority. Employees must have successfully completed Distribution Underground splicing school and have been promoted to the Splicer classification and pass the TUG qualification to be eligible for a TUG assignment. Due to the length of training for employees to achieve TUG qualifications, a six month transition period may apply during initial staffing. The employee will receive the classification and pay of the new classification and the TUG additive. If the outgoing employee has not been transferred out of TUG after the six month transition period, the employee will be eligible for reverse travel.
- iii. Underground workers assigned to TUG will be assigned a 'home' location. The home location will be the location employees left to enter TUG. Employees without a home location (e.g. new Splicers) will select a home location of either Chicago North or Chicago South.
- iv. In addition, due to the investment of training for employees to achieve TUG qualifications, a four (4) year term will be required within the Transmission Underground Organization. Promotions and laterals outside the Transmission Underground Organization will be granted but held in abeyance until the employee completes his/her four (4) year term prior to transferring to the new work location. The employee will receive the classification and pay of the new classification. The employee's home location will be changed to the new location. However, the employee will continue to be assigned work, including overtime, in the previous TUG classification. If the employee has not been transferred out of TUG after six (6) months past the four (4) year term, the employee will be eligible for reverse travel.
- v. Upgrading to a higher classification in Transmission Underground will come from within the Transmission Underground organization.
- vi. Ongoing staffing, including alternates, will be filled by seniority on a four (4) year basis. One-half (1/2) of each classification will be allowed to transfer out of the workgroup every four (4) years. After the initial staffing, employees in this work group will retain rights to remain and cannot be bumped out. A transition period may apply of no longer than six (6) months, dependent on the size of the turnover, to train the new employees entering the group. After six (6) months, if the employee has not been transferred, the employee will be eligible for reverse travel.

**c. Alternates**

- i. An alternate list will be established and maintained continuously for the Transmission Underground organization consisting of at least one (1) and up to two (2) Crewleaders and at least three (3) Splicers.
- ii. Alternates will receive the same training as the regular TUG workforce.
- iii. Alternates will receive the Transmission Underground additive for all hours worked in TUG.
- iv. Alternates will be available for temporary assignments (or for a period of time not to exceed one (1) year) to Transmission Underground between the four year staffing processes.
- v. Unless assigned to TUG, alternates will be subject to the call out expectations of their reporting center and not the Transmission Underground organization. Overtime hours will transfer both into and out of the TUG organization for overtime callout purposes.
- vi. Upon completion, alternates can voluntarily leave the alternate list after the four (4) year staffing process. If no volunteers are available, vacancies will be filled by inverse seniority system wide.
- vii. If a member of the Transmission Underground regular workforce should permanently leave for any reason, the most senior alternate in that classification will be afforded the opportunity to replace him/her and the polling shall continue until a volunteer accepts. If no alternate volunteers, the opening will be filled by seniority system wide. This / these individual(s) will be eligible to leave Transmission Underground after the next four year staffing process has concluded.
- viii. When a vacancy occurs on the alternate list, the position will be posted to the Underground Department system wide. Training will be provided when appropriate. If no volunteers are available, vacancies will be filled by inverse seniority system wide.

**d. Promotions and/or Laterals While in TUG**

- i. In the event of a lateral out of TUG, the employee shall remain in TUG for the duration of their term and their home location changed to their selected lateral location.
- ii. In the event of a promotion, the employee will receive the new title and appropriate pay on the date of acceptance and maintain their TUG additive.
- iii. Employees accepting promotions outside of TUG will remain in TUG and will be assigned work in their old classification. For purposes of overtime, the employees will remain in the lower TUG classification. They will be considered first to work in the higher classification for purposes of upgrading during basic workdays in TUG.

- iv. The receiving/ reporting location may decide to offer an additional promotion/lateral to another employee. If an additional promotion/lateral is offered and accepted, the receiving reporting location may declare an excess position at the time of the TUG employee's transfer.
  - v. Ongoing staffing will be filled by seniority within the requirements of Article III, Section 7 of the CBA when a vacancy exists. Each member of the Transmission Underground workgroup must complete and maintain transmission qualifications within the training and qualifying period of 180 days. If qualifications are not met, then the individual will return to Underground Construction and Maintenance Organization and their prior location.
  - vi. It is not the intent to utilize TUG as the primary group to travel outside the City of Chicago to support other work groups. However, TUG can be utilized to support Underground Distribution crews throughout the ComEd territory as long as there are no contractors doing transmission underground O&C work. If available, TUG will be utilized for distribution underground work before distribution underground work is contracted.
  - vii. Due to the differences in the nature of the work, the Transmission Underground workgroup is a separate workgroup within the Underground Department (Promotional Series I) and will continue to be on separate overtime lists for all overtime assignments including call-outs.
  - viii. If, for any reason, the Transmission Underground work group does not succeed, the employees will return to the Distribution work group and their home locations. Additionally, the employees in the Transmission Underground work group will return to their home location if they should leave TUG for any reason. (Refer to b. iii. above).
- e. TUG Additive**
- i. All employees in the Transmission Underground group will receive an additive of one and one-half percent (1.5%) of the maximum hourly rate of pay of the employee's individual job classification. This additive will be applied for all compensable hours while in the TUG group. The additive will be paid at the applicable overtime rate when overtime is worked. Alternates and temporarily assigned employees will receive the additive for all compensable hours while in TUG.

**f. Ordinary and Customary Transmission Underground Work**

- i. In an effort to more clearly define the work of the Transmission Underground Work Group the following list of O&C work has been compiled. This list is to be considered as inclusive but not complete.
- ii. Transitioned work (Work that has become O&C)  
In recent years, with discussion with Local 15, the following work, which had been performed by contractors, has been brought into and is being performed by the TUG work group:
  - Degasifying Oil for transmission system
  - Underground Transmission cable reel and yard maintenance
  - Low Pressure Fluid Filled System
    - Replacement and installation of low pressure fluid filled cable for voltages of 69kV and 138kV. Cable replacement less than 3 manholes. Greater than 3 manholes assisted by contractor.
    - Termination and splice construction.
    - LPFF alarm testing, repairs and installation.
    - Cable preparation- lead removal.
  - High Pressure Fluid Filled
    - Construction of 138kV Termination and 138kV straight joint.
    - Valving at pump house to isolate line for leaks or cable maintenance.
    - Cable preparation- lead removal.
  - Pumping Plant Inspections
    - Note: Outside regions SSO performs inspections.
- iii. Work in Process of being transitioned:  
Through discussions with Local 15, the following work, which had been performed by contractors, is in the process of being transitioned to the TUG work group. TUG workmanship and productivity are currently be analyzed to determine final status:
  1. Pumping Plant & Forced Cooling Overhauls
    - a. Performing lube and mechs, testing the mechanical system, and alarm testing.
    - b. High Pressure Fluid Filled Systems
      1. Remove and Install cable. Note: TUG has replaced piece outs (20 feet long) and termination leads.
  2. Below are some opportunities currently under review for TUG to perform:
    - a. Prysmian Cable: The parties agree to continue discussions regarding the potential for the TUG group to perform XLPE cable work contingent upon discussions with the current XLPE cable vendor and the warranty issues associated therewith.
    - c. High Pressure Fluid Filled Systems
    - d. Pressurizing and restoring cable fluid into line associated with the repairs which includes DGA and bleeding line.

- e. Pumping plant Maintenance.
  - f. Forced cooling Maintenance.
  - g. Removal and installation of corrosion and control application to the pipe. Example: TUG group has recently performed this task.
  - h. Corrosion Control Protective Coverings Application for pipe repairs. Example: TUG group has recently performed this task.
  - i. 34kV LPPF lines – to be review and discussed with DUG and SSC. Example: TUG group has recently performed this task.
  - j. 12kV substation lines – to be review and discussed with SSC.
    - 1. Repairs of 12kV basement joints.
    - 2. Removal of 12kV joints in substation basements.
    - 3. Example: TUG group has recently performed this task.
- iv. The existing work practices with respect to Ordinary & Customary bargaining unit work will continue and will remain unaltered by this Agreement. The Company agrees to continue to review work currently performed by contractors to explore the ability to bring such work in-house.

**g. TUG Pulling Organization**

Management will determine the economical need to create, staff, and implement a pulling gang organization within the TUG organization. The organization will be staffed according to the supply and demands of the organization. A proposed organization will be structured similar to distribution pulling gangs to support underground transmission and distribution cable pulling activity. Underground Employees will be trained to assist Underground Transmission crews to perform maintenance on the underground transmission facilities.

- i. Where there is a need to temporarily assign an Underground Mechanic to TUG, a qualified employee will be canvassed by seniority to fill the temporary position as outlined in the CBA. Employees in this situation will receive the TUG additive for all hours worked while in TUG.
- ii. If the Company decides to form a permanent pulling organization within TUG, further discussions will take place with Local 15.

**VII. Four-Hour Rest Period**

In conjunction with CBA Article IV, Section 15, an Underground employee with a day shift basic workday schedule who has worked more than four (4) hours of overtime during the eight-hour period before the start of his basic workday, shall, upon release be entitled to a rest period during that workday equal to a number of hours worked during such eight hour period. This paragraph shall not apply in cases where at least twenty-four (24) hours notice has been given for the overtime.

The term of this Four-Hour Rest Period Agreement shall be from date of ratification to September 30, 2013. It shall be renewed with the Collective Bargaining Agreement unless otherwise modified by the parties following the expiration of the Collective Bargaining Agreement.

### **VIII. Other Provisions of the Underground Reorganization Agreement:**

- 1 Employees entering into the Helper, Underground after successful ratification of the agreement that have a rate of pay above the maximum of the Helper, Underground classification will have pay protection at their current rate of pay until a promotion to an Underground Laborer or Cable Splicer, Starting.
- 2 Crew Leaders and above job classifications in the Underground Department may be used as a Single Point of Contact (SPOC) for multiple outside crews (tree trimmers, outside contractors, vegetation management) after training is conducted. While performing the duties of a SPOC, Underground employees will be upgraded to the Lead Crew Leader, Underground classification and receive the maximum rate of pay of the higher classification. The parties understand that the role of the SPOC is not exclusive bargaining unit work
3. The parties agree that the System Services Group will perform pipe installation for conventional underground and that Local 15 will withdraw any and all pending grievances related to pipe installation per attachment VII.
4. Pay adjustments after ratification will be made to the affected Underground Department job classifications as noted in Section 2. Rates of Pay will be effective starting on Monday, January, 30, 2012 to the affected job classifications.
5. Attachment IV, Ten hour work day Pilot Agreement.
6. Attachment V, Exhibit B Lines of Promotion and Demotion for Underground Department Promotion Series I.
7. Attachment VI, Questions and Answers
8. Attachment VII, Letter of Understanding on pipe installation

**IX. Duration**

The term of this agreement shall be from date of ratification to September 30, 2013. It shall be considered renewed in conjunction with the Collective Bargaining Agreement. This renewal excludes the Ten-Hour Basic Workday Schedule Pilot Program which has a separate termination provision.

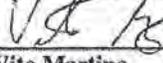
Anything not specifically covered in this agreement will be handled within the terms and provisions of the Collective Bargaining Agreement.

**AGREED TO:**

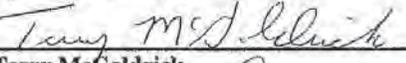
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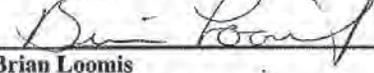
  
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**By: IBEW Local 15**

  
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Terry McGoldrick

  
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Brian Loomis

  
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Terry Sheridan

DATE: 1-10-12

### **Attachment III**

#### List of Underground Classifications and Duties

1. Lead Crew Leader, Cable
2. Crew Leader, Cable Planner
3. Crew Leader, Cable
4. Cable Splicer
5. Underground System Map Recorder
6. Underground Protection Electrician
7. Principal Facilities Electrician
8. Mechanic, Underground
9. Cable Splicer, Starting
10. Laborer, Underground
11. Helper, Underground

UNDERGROUND LEAD CREW LEADER

Underground Department

Job Summary:

Plans, directs, and coordinates cable installation and removal; splicing activities in coordination with management. Provides input into the planning, implementation and executions of the operations corrective and preventive maintenance and reliability programs. As required, supervises Underground employees that are engaged in the operation, maintenance and construction of company's transmission and distribution underground facilities and equipment. Utilize ComEd's many computer based tools. Assign work and coordinate resources in a manner that ensures the safe, efficient, economical and timely completion of work with high regard for customer satisfaction.

Duties:

1. To assign work and provide guidance to multiple Underground crews, normally not to exceed four crews.
2. Accountable for the safety and productivity of the Underground crews.
3. To manage work assignments to ensure work assignments are completed within the designated timeframe.
4. To plan, coordinate, and provide guidance to Underground employees engaged in the execution of scheduled and emergent work activities, including performing job walk downs in accordance with Work Control (Work Management) process.
5. To coordinate resources including obtaining outages, required permits, and access to property in the timeframe required to perform the work.
6. To determine and coordinate proper staffing for assignments, ensuring that proper equipment and materials are available
7. To evaluate and assist management to coordinate emergency response, including assisting in evaluating conditions to restore continuity of service to customers.
8. To interface with Work Week Managers (both Distribution and T&S), Designated Authorities (Transmission System Operations and Distribution System Operations), Planners (Operating and C&M), Engineering and others including miscellaneous contacts such as various municipal organizations (fire, police, et cetera.).

UNDERGROUND LEAD CREW LEADER

(Continued)

Underground Department

9. As required, to perform the work of any member of an Underground crew and to assist them in their work assignments.
10. Promote and maintain an environment that fosters a high performance organization and a learning culture.
11. After hour Expectations
  - a. Not required to report to work
    - i. Calls, for work purposes, from or to management or at the direction of management to working crews (individually or cumulatively within a 24 hour period midnight to midnight) or work performed at the direction of management in excess of 15 minutes will be compensated at the applicable wage rate per the Collective Bargaining Agreement and paid to the nearest half hour.
    - ii. The above after hour expectation compensable arrangement will be for a 12 month pilot period after which parties will review the arrangement. If no agreement is reached, employees will be compensated per the Collective Bargaining Agreement.
  - b. Required to report to work
    - i. Compensated per the Collective Bargaining Agreement.
    - ii. May or may not be required to stay with crews while job execution in progress.
12. Work Performance Evaluation will be performed by management every six (6) months and discussed with employee.
  - a. Performance issues will be reviewed with management and Local 15 Business Representative.

UNDERGROUND LEAD CREW LEADER  
(Continued)

Underground Department

**Qualification:**

1. Minimum three years experience in Underground preferred, with first consideration to the Underground CrewLeader/Planner and Crew Leader, Cable classifications. Thorough knowledge of Underground construction standards and practices; and ability to read working drawings and sketches.
2. Successful completion of required training; such as leadership skills, Work Control process, et cetera.
3. Demonstrates an overall good work record; such examples include attendance, safety, performance, and productivity. A review of the employee's working file will be conducted.
4. Aptitude for the Company's many computer based tools.
5. Successful completion of interview and assessment process.
6. Obtain and maintain CDL and valid medical certification.

UNDERGROUND CREW LEADER/PLANNER

Underground Department

Job Summary:

Plan, coordinate and field verify Underground distribution and transmission activities in coordination with Lead Crew Leader. This individual will prepare work packages as required in accordance with company work control processes and procedures. As required, conducts walk downs and field verification of planned and emergent Underground work in the operations, maintenance and construction of the company's electric facilities and equipment.

Duties:

1. To plan, coordinate, and provide guidance to Underground employees engaged in the execution of scheduled and emergent work activities, including job walk downs in accordance with Work Control process and prepare along with validating work packages as required.
2. To recommend required resources per each assignment including manpower, equipment, obtaining outages, required permits, and access to property in the timeframe required to perform the work. Interfaces with planners (Operating, Distribution and T&S), other internal organizations, and external entities which may include miscellaneous contacts such as various municipal organizations (fire, police, road commissioners, railroad, and et cetera.).
3. To assist management to coordinate emergency response, including assisting in evaluating conditions to restore continuity of service to customers.
4. To promote and maintain an environment that fosters a high performance organization and a learning culture.
5. As required, to perform the work of any member of an Underground crew and to assist them in their work assignment.

UNDERGROUND CREW LEADER/PLANNER

(Continued)

Underground Department

6. Work Performance Evaluation will be performed by management every 6 months and discussed with employee.
  - a. Performance issues will be reviewed with management and Local 15 Business Representative.

Qualifications:

1. Minimum three years experience in the Underground Department with first consideration to the Underground Crew Leader, Cable classification. Thorough knowledge of Underground construction standards and practices; and ability to read working drawings and sketches.
2. Completion of required training; examples include leadership skills, Work Control process, computer skills.
3. Demonstrate an overall good work record; such examples include attendance, safety, performance, and productivity. A review of the employees working file will be conducted.
4. Valid Commercial Driver License and medical certification.

CREW LEADER, CABLE

Underground Department

Duties:

To assign work to members of a crew numbering from two to five employees (up to six employees on a cable installation), including him/herself and to coordinate their work so as to properly safeguard the employees, the public, and the property of the Company and others; to work with and assist members of the crew in doing construction, maintenance, and operating work on energized or de-energized cables, and in the installation, maintenance, repair, and removal of the various parts of the underground system, involving the reading of working drawings and sketches; to perform switching operations on the distribution systems, excluding switching operations in unmanned stations, for the performance of underground work involving making necessary arrangements and operating such equipment as switches, fuses, and other electrical devices and to return equipment to service after inspecting and checking completed work and checking safety conditions; to check work for performance in accordance with Company safety rules, instructions, and specifications; to make inspections of equipment and tools and to recommend their repair or replacement; to act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.; to keep specification books, orders, instructions, and other pertinent data and to prepare time and work reports; to see that vehicles (with or without trailers) assigned to him/her are driven in a safe and courteous manner; to refer complaints or requests of crew members or the public to the supervisor; and to perform related work as assigned.

Qualifications:

1. Education equivalent to graduation from high school.
2. Obtain and maintain CDL and valid medical certification.
3. Usually three years and six months experience in cable splicing work.

CABLE SPLICER

Underground Department

Duties:

Under semi-direct supervision, as a member of a field crew, to perform skilled work in connection with construction and maintenance on the underground system and to perform related work as assigned. Typical examples of the duties are:

1. To construct, rebuild, repair, or remove cable joints, potheads, terminals, and related equipment and accessories.
2. To install, remove or repair connections, jumpers, fuses, limiters, and other devices on live AC or DC secondary systems; to install, remove, and maintain transformer equipment buses and other accessories in manholes, vaults, and structures; and under the direction of an employee of higher grade, to perform switching operations.
3. To examine cables, joints, terminals, and accessories and to test for defects.
4. To instruct and assign work to others assigned to assist.
5. To install, remove or replace cable and other equipment; to operate underground field equipment mounted on trucks and trailers.
6. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.
7. To climb poles using pole climbers and safety belt.
8. To drive vehicles with or without trailers and to operate excavating equipment.
9. As required, to perform the duties of a lower classification.

Qualifications:

1. Education equivalent to graduation from high school.
2. Two years of experience as a Cable Splicer, Starting including satisfactory completion of prescribed examinations.
3. Obtain and maintain a CDL and a valid medical certification.

PRINCIPAL FACILITIES ELECTRICIAN

Underground Department

Duties:

To assign work to members of a crew numbering two to three, including himself/herself. To make scheduled inspections of underground facilities reviewing for conformance to all construction standards and to perform minor repair work in conjunction with the inspection process. Typical but not all-inclusive examples of duties are:

1. To perform scheduled inspection of underground facilities and examine for irregularities related to, but not limited to, training or support of cable, condition of fireproofing, conditions of sleeves or joints, oil or compound leaks, corrosion systems and procedures, structure integrity, and overall compliance to various codes.
2. To complete necessary reports and note conditions requiring correction for compliance to standards.
3. To be knowledgeable of and able to perform underground work safely and in accordance with practices required to complete underground inspection activities.
4. To perform certain maintenance activities associated with inspections, including, but not limited to: cleaning manholes and structures, pump replacement or maintenance, securing of cable to hanger, repairing channels and brackets.
5. As assigned, to prevent damage to or interference with company underground facilities by monitoring the work of others near underground facilities.
6. To instruct and assign work to employee when assigned to assist.
7. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.

PRINCIPAL FACILITIES ELECTRICIAN

Underground Department

(Continued)

8. To maintain specification books, procedures, instructions and other pertinent data and to prepare time and work reports, utilize computer based tools.
9. To drive or assign the driving of vehicles with or without trailers.

Qualifications:

1. Education equivalent to graduation from High School.
2. Knowledge of and ability to perform underground work and safety practices.
3. Obtain and maintain a CDL and a valid medical certification.

UNDERGROUND SYSTEM MAP RECORDER

Underground Department

**Duties:**

To maintain records and prepare reports of manhole and conduit installations for correctness of quantities, size and types of cables and conduit lengths. To maintain reports of completed conduit work. To prepare cable reports and maintain cable records such as: work on hand, cable requirements, related work orders and construction schedules referring to cable prints as required; and to perform related work as assigned.

Assignments to include, but are not limited to, such work as:

1. To check and confirm field condition to update current mapping
2. To gather information on current field conditions
3. To maintain a Master Map Book with information from Completed Work orders, inspections and confirmed existing maps.
4. In conjunction with job duties, to assign work to an employee of lower classification.
5. To utilize computer based tools.

Qualifications:

1. Education equivalent to High School Education
2. Knowledge of Underground work and practices
3. Usually two years of experience in the Underground Department

UNDERGROUND PROTECTION ELECTRICIAN

Underground Department

Duties:

To patrol and inspect construction and repair work of other utilities or contractors being done adjacent to the company's Underground System; to take the necessary action to safeguard the company's equipment; to inspect in accordance with company safety rules and instructions the Underground Distribution and Transmission systems and make recommendations; to determine the extent of maintenance work to be done consistent with company's policy; to report promptly any conditions that constitute hazards to employees or the public; to follow progress of public improvements or other work by persons outside the company which might endanger company equipment or service; and to perform related work as assigned.

Typical examples of duties are:

1. To patrol and inspect construction and repair work of other utilities or contractors being done adjacent to the company's underground system or in the manholes thereof; to notify the persons doing the work of the location of underground equipment and the dangers incident to working in the vicinity; to make observations and take the necessary actions as the work progress to ensure the safety of the company's equipment.
2. To make inspections along the routes of designated underground distribution and transmission lines and to inspect manholes and equipment to determine the need for repair or decontamination, to prepare reports on condition of the company's equipment.
3. To place safety barricades and warning devices and to operate safety devices such as an explosimeter.
4. As required, to drive a company vehicle.
5. To provide field updates for mapping.
6. To utilize computer based tools.
7. As required, to perform the duties of a lower classification.

MECHANIC UNDERGROUND

Underground Department

Duties:

Under semi-direct supervision, to drive a vehicle and to operate underground field equipment in connection with the installation, maintenance, repair and removal of underground equipment and facilities; to perform general maintenance and minor repairs to the equipment; and to perform related work as assigned. Typical examples of the duties are:

1. To operate underground field equipment mounted on trucks and trailers such as power driven winches, duct rodders, and aerial lifts in connection with the installation, removal and maintenance of conduit, cable, and related equipment; to pick up and deliver cable reels; to operate hand or power driven equipment such as reel-turning equipment, hoists, and trenching machines.
2. To set up, with the assistance of others, cable pulling, removing and rodding equipment.
3. To install and remove cable, conduit and enclosures for transformers, switching equipment and related accessories; to work with others in the placement of the equipment; and to operate boring and pipe installation equipment.
4. To assist during inspections and maintenance of oil pumping plant systems including low pressure (LPFF) and high pressure (HPFF) fluid filled systems.
5. To operate such equipment as pumps in removing water from underground facilities, blowers, furnaces, and torches; to inspect, clean, lubricate and make minor repairs or adjustments to equipment used to install and remove cable and rod conduit; and to check oil, fuel and coolant levels.
6. To inspect equipment and tools and recommend repair or replacement.
7. To cut and seal cables; to install pulling seals, lugs and eyes; to install and remove corrosion preventives, fireproofing materials and supports on energized or deenergized cables; and to move energized cables as required under the direction of the person in charge.

MECHANIC UNDERGROUND

(Continued)

Underground Department

8. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.
9. To instruct and train employees assigned to assist.
10. To drive vehicles with or without trailers.
11. As required, to perform the duties of a lower classification.

Qualifications:

1. Education equivalent to graduation from high school.
2. Two and one-half years experience in the Underground Department, usually one year of which shall have been as an Underground Laborer but a minimum of 90 days as an Underground Laborer
3. Obtain and maintain Commercial Drivers License and maintain valid medical certification.

CABLE SPLICER, STARTING

Underground Department

**Duties:**

Under direct supervision, as a member of a field crew to assist a person of a higher classification to perform construction, repair and maintenance work on de-energized underground equipment. Typical examples are:

1. To perform construction, repair, and maintenance work on de-energized underground distribution equipment, involving such work as:
  - a. Making the less complicated cable splices, such as non-metallic jacketed secondary or primary concentric straight joints, 15 kV or less;
  - b. Making up any type of single conductor or cable termination of 15 kV or less and not involving wiping skills;
  - c. Making up de-energized pedestal and transformer terminations;
  - d. Installing, removing, or repairing such items as pipe bonds, risers, and U guards
2. To climb poles using pole climbers and a safety belt and to perform work on poles or platforms.
3. To examine cables, joints, terminals and accessories, and to test for defects.
4. Upon satisfactory completion of prescribed examination, to make lead cable straight joints and single conductor terminations and cable bonds, 15 kV or less, requiring lead wiping skills.
5. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.
6. To drive vehicles with or without trailers.
7. As required, to perform the duties of a lower classification.

CABLE SPLICER, STARTING  
(Continued)

Underground Department

8. Upon satisfactory completion of prescribed examination, usually after nine (9) months of experience as a Splicer, Starting and under the direct supervision of a Crew Leader, Cable, to perform the following duties:
  - a. Single phase splices in pits and single phase transformer terminations
  - b. Grounding grids on either single phase or three phase transformers
  - c. Terminating secondary's in de-energized pedestals and raceways

For the purposes of two person crews, Splicers, Starting shall not perform energized secondary work. While assisting Cable Splicers of a higher grade, Cable Splicer, Starting may perform work that includes work in manholes, vaults, terminal poles or aerial splicing.

Qualifications:

1. Education equivalent to graduation from high school.
2. Satisfactory completion of prescribed examinations.
3. Obtain and maintain a CDL and a valid medical certification.

UNDERGROUND LABORER

Underground Department

Duties:

Under direct supervision as member of an underground crew, to perform the semi-skilled manual operations in connection with the installation and removal of cable, installation, removal and maintenance of conduit, insulating oil systems and related equipment; and to perform related work as assigned. Typical examples of the duties are:

1. To load, unload and prepare materials, equipment and tools; to move tools, carts and equipment; to erect and disassemble platforms and tents; and to assist in such operations as training and supporting cables and installing, removing, and maintaining equipment and related accessories.
2. To repair manhole walls, roofs, necks, floors, sumps, sidewalks, pavements, driveways, and curbs; to adjust manhole frames to grade; and to repair duct mouths and conduits, including those containing energized cables.
3. To brace conduit lines, including equipment other than the Company's when undermined during construction work; to install and remove supports; and to erect shoring in excavations to prevent cave-ins.
4. To install and remove cable, conduit and enclosures for transformers, switching equipment and related accessories; to work with others in the placement of the equipment; and to assist in the operation of boring and pipe installation equipment.
5. To cut and seal cables; to install pulling seals, lugs and eyes; to install and remove corrosion preventives, fireproofing materials, and supports on energized or deenergized cables; and to move energized cables as required under the direction of the person in charge.

UNDERGROUND LABORER

(Continued)

Underground Department

6. To assist in the operation of underground field equipment mounted on trucks and trailers such as power driven winches and duct rodders in connection with the installation, removal and maintenance of conduit, cable, and related equipment; to pick up and deliver cable reels; to operate hand or power driven equipment such as reel-turning equipment, hoists, and non-riding trenching machines.
7. To operate such equipment as pumps in removing water from underground facilities, blowers, furnaces, and torches; to clean and lubricate equipment and make minor adjustments; and to check oil, fuel and coolant levels.
8. As assigned, to act as watch to prevent the energizing of equipment or cables while work is in progress; to guard exposed energized equipment; and to protect Company property.
9. To perform work on platforms or structures not requiring the use of pole climbers.
10. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.
11. To drive vehicles with or without trailers.
12. As required, to perform the duties of a lower classification.

Qualifications:

1. Education equivalent to graduation from high school.
2. Six months experience as an Underground Helper.
3. Obtain and maintain Commercial Drivers License and maintain valid medical certification.

HELPER, UNDERGROUND

Underground Department

Duties:

Assigned to the Underground Department, to perform the less-skilled operations under direct supervision as a member of a crew in connection with the construction, repair, or maintenance of the underground systems; to assist crew members of higher grade; and to perform related work as assigned. Typical examples of the duties are:

1. To load, unload, and hoist, lower or move materials and equipment; and to assist in assembling and setting up equipment in preparation for job operations.
2. To perform such manual work as digging and backfilling, removing dirt and debris, mixing cement, lifting manhole covers and concrete slabs, cutting cable, rodding and cleaning ducts, cleaning manholes and vaults, cutting weeds, and shoveling snow.
3. To drive trucks with or without trailers; and to operate trailer-mounted and portable power equipment, excepting power driven cable reeling equipment, pole-hole diggers, and concrete breakers when breaking ducts around cables.
4. To perform minor assembling and dismantling operations such as installing hardware, installing ground rods, and assembling such equipment as air pressure kits and hydraulic lug compressor kits; and to install and remove hardware, equipment, bends, risers, and accessories.
5. To assist in such operations as installing and removing fireproofing materials, corrosion preventives, equipment enclosures, and cable supports, and in boring or pipe installation operations.
6. As assigned within their qualifications, to act as a watch; to safeguard the public; and to protect Company property.
7. To act as an attendant to monitor workers in an enclosed space, to rescue and summon aid in an emergency and to monitor the work site; to place safety equipment and warning devices; and to operate safety devices such as an explosimeter.

HELPER, UNDERGROUND  
(Continued)

Underground Department

Qualifications:

1. Education equivalent to graduation from high school.
2. No previous experience required.
3. Satisfactory completion of prescribed training prior to assignment to this classification.
4. Successful completion of prescribed examination.
5. Obtain and maintain CDL and valid medical certification.

**Attachment IV: Modified Work Schedule**

**Ten-Hour Basic Workday Schedule  
PILOT PROGRAM AGREEMENT for  
UNDERGROUND DEPARTMENT  
DISTRIBUTION AND TRANSMISSION**

It is agreed between Management and IBEW Local 15 that employees assigned to the Underground Department (Distribution and/or Transmission) may be assigned to work a ten (10) hour basic workday. This agreement amends the terms of the Collective Bargaining Agreement between the Company and IBEW Local 15 only to the extent such terms are specifically referenced and amended herein, and only for the employees assigned to the Underground Department. This agreement is non-precedent setting, and any application of this agreement to other work groups would require discussions, agreement and ratification of the affected Bargaining Unit members. All other terms of the Collective Bargaining Agreement remain in full force and effect.

This agreement shall be in effect for a temporary eighteen (18) month trial period from initial implementation. This agreement may be terminated by either work group, Distribution or Transmission, by Management or the Union, without affecting the other group. The termination will be effective immediately and without penalty, upon written notice to the other party. If termination of this agreement occurs, employees will return to the present eight (8) hour basic workday after fourteen (14) days but no more than two (2) pay periods.

**I. HOURS OF WORK**

- a) The Collective Bargaining Agreement, Article IV, Section 1, the first sentence thereof, is amended to read as follows: The basic work week shall normally consist of four (4) or five (5) regularly scheduled basic work days within the work week.
- b) The Collective Bargaining Agreement, Article IV, Section 1, the last sentence thereof, is amended to read as follows: The basic work day shall consist of eight (8) or ten (10) hours of work, which shall be consecutive, (except when time out for a meal is scheduled.)
- c) Valtin overtime shall be scheduled on the employee's first regular day off.
- d) Regular days off will be consecutive.
- e) Under normal circumstances, Underground employees will be notified fourteen (14) days prior to schedule changes related to the four ten-hour workday schedule unless emergencies and special outages occur.

**II. RATE of PAY**

- a) Compensation will be based on all compensable hours each work week, reported for payroll purposes on a bi-weekly basis.
- b) Regularly scheduled work hours shall be paid at the basic hourly rate.
- c) Overtime shall be paid at the rate of time and one-half for all hours worked outside of the scheduled hours of the basic workweek, except that:
  - i. An employee who has worked during their first regular day off shall be paid double time for all overtime hours worked on the employee's second regular day off.
  - ii. Double time shall be paid for all overtime hours that are allocated to the employee's third regular day off.
- d) Double time shall be paid for extended periods of work as defined in Article IV, Section 15.
- e) Overtime shall be paid per the Collective Bargaining Agreement, Article IV, and Section 13.

### **III. MEALS**

The meal allowance, as it applies to the basic work day, remains per the Collective Bargaining Agreement, Article IV, and Section 23. (Note: Basic work day has been extended to 10-hours.)

### **IV. VACATION**

- a) Vacation shall be granted in full day increments as determined by dividing the total hours of accumulated vacation established in the Collective Bargaining Agreement, Article IV, Section 2, (calculated on the basis of an eight (8) hour basic work day) by ten (10).
- b) Partial vacation days resulting from the above calculation will be taken in whole as a part day vacation subject to supervisory approval.

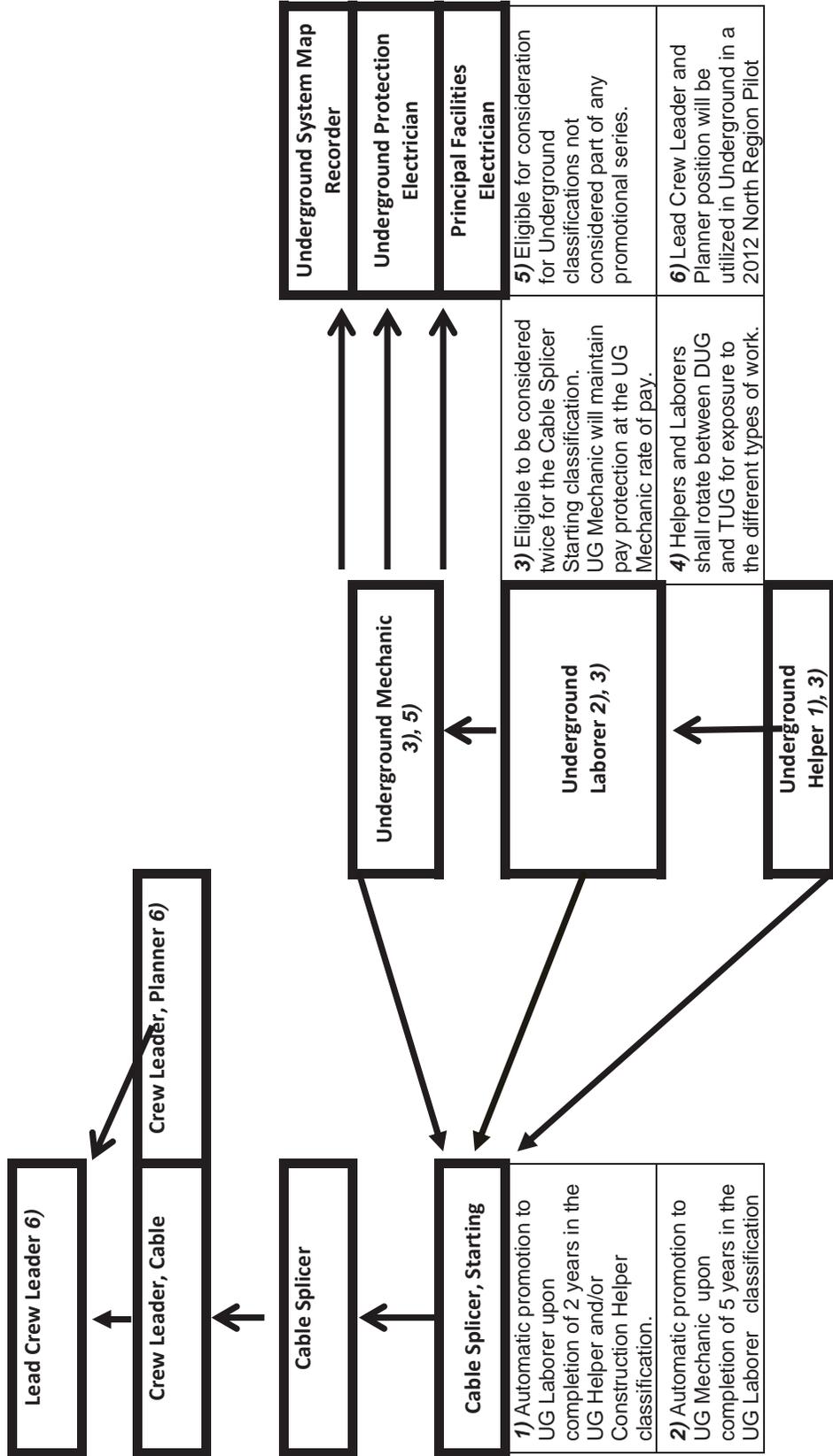
### **V. HOLIDAYS**

Holidays will be compensated in accordance with the Collective Bargaining Agreement, Article IV, and Section 24. (Note: Basic work day is a ten (10) hour day.) When a holiday is observed on an employee's regular day off, (Monday to Friday, inclusive,) and the employee does not work, he shall be paid ten (10) hours at the rate of time-and-one-half. However, if a holiday falls on a Friday or Saturday regular day off and the employee works, the employee shall be paid at the rate of time-and-one-half for the first ten (10) hours worked; double time will be paid thereafter. Holidays which fall on a Sunday, regular day off will be handled in accordance with the Collective Bargaining Agreement.

Under the terms of the Collective Bargaining Agreement, a Floating Holiday maybe scheduled as half day increments in the following manner; eight (8) hour schedule for four (4) hours off or ten (10) hour schedule for five (5) hours off.

**V. BENEFITS**

Base pay for the purposes of payroll deductions for the Employees Savings and Investment Plan and the Employees Stock Purchase Plan and credits for the Service Annuity System Plan or Cash Balance Plan shall be computed on the basis of regularly scheduled hours worked for each work week during bi-weekly payroll period subject to the Company's determination as to whether amendments can be made without affecting the qualified status of such plans under the Internal Revenue laws and applicable regulations or otherwise affecting such plans.



**Attachment V: Exhibit B**

Lines of promotion and Demotion Normally

Comes from	Promotes or Transfers to	On a Department Wide Basis Demotes to
I-2; I-3; I-4	---	I-2; I-3; I-4
I-3; I-4	I-1	I-3; I-4
I-4	I-1; I-2	I-4
I-9	I-1; I-2; I-3	I-9
I-6; I-8; I10	---	I-6; I-8 BE
I-8; I-10	I-5	I-8; BE
I-8; I-10	---	I-8; BE
I-10	I-7; I-6; I-5; I-9	I-10
I-8; I-10; I-11	I-4	I-8; I-10; I-11
I-11	I-9; I-8; I-7; I-6; I-5	I-11
AB	I-10	AD

**UNDERGROUND DEPARTMENT**

**Promotional Series I**

1. Lead Crew Leader, Cable \*\*\*
2. Crew Leader, Cable Planner \*\*\*
3. Crew Leader, Cable.....
4. Cable Splicer.....
5. Underground System Map Recorder (AB) (BF) \*\*\*
6. Underground Protection Electrician (AB) (BF). \*\*\*
7. Principal Facilities Electrician (AB) (BF)..... \*\*\*
8. Mechanic, Underground (BD).....
9. Cable Splicer, Starting (AS) (BD) (BG).....
10. Laborer, Underground (BH).....
11. Helper, Underground (BC) (BI).....

\*\*\*Refer to the Underground Department Reorganization dated \*\* \*\* 2011 when promoting to this classification

AB First consideration will be given to those employees possessing the ability and qualifications needed to meet the requirements of this job position.  
 AD Demotes or transfers in accordance with provision of Article III.  
 AS Cable Splicer Starting, upon successful completion of an examination at the completion of nine months actual experience in the classification will receive a special time-step increase, and upon successful completion of the Cable Splicer examination at the end of two years actual experience in the classification will be immediately promoted to the Cable Splicer classification.

**Part 285.305(f)**

- BC Immediate promotion to Laborer, Underground for qualified Helpers, Underground who have completed two years actual experience in this classification, including any time spent in the Helper, Construction classification.
- BD Employees in the Mechanic, Underground classification shall receive the current Mechanic, Underground pay rate while in the Cable Splicer, Starting classification unless the current Cable Splicer, Starting pay rate is greater.
- BE Demotes to this position if physically able to perform job specifications, all others demote in accordance with Article III
- BF These positions may be filled in accordance with Article III, Sections 23 and 26 with the first consideration given to employees in the Underground Department.
- BG Must successfully complete pole climbing training.
- BH Immediate promotion to Mechanic, Underground for qualified Laborers, Underground who have completed five years actual experience in this classification.
- BI Satisfactory completion of prescribed training prior to assignment to this classification.

## **Attachment VI** **Questions and Answers**

### Assignment Dispute Process Questions

1. Q. When given a two (2) person assignment what is the process for determining whether or not it can be done safely?
  - A. After receiving an assignment, it is the responsibility of the crew leader to review the job with the supervisor, and then again on site to confirm that conditions are conducive to perform the work with a two person crew.
2. Q. What should a two (2) person Underground crew do if both workers are needed for a construction task in manhole or below grade vault?
  - A. The Crew Leader should call his Supervisor to send assistance. Other work that can be performed by a two person crew should proceed while waiting for the assistance. When the third person arrives on site, that person can assist in the manhole/vault.
3. Q. What is the process if a Crew Leader asks for assistance on a job that is set up as a two-person crew?
  - A. After reviewing the conditions on the job site, there are two options. The first is that another Underground worker is sent to the job site to complete the job. The second is that the job is postponed until the crew size issue is resolved. The LARC will then investigate the job to resolve the concern locally.
4. Q. What if there is no agreement after that?
  - A. The job will be referred to the WARC and the employees will not be forced to perform the disputed job until the issue is resolved.
5. Q. Who makes the call on getting help?
  - A. The Crew Leader makes the call. A supervisor cannot force the job until the concern is resolved. The Company has pledged to communicate to all affected FLS's the obligation to provide assistance.
6. Q. Who will be on the Local Assignment Review Committee (LARC)?
  - A. The Union will select two Underground representatives, by region, and the Company will select two representatives, by region. The representative will be

experienced and qualified with underground work. The regional representative of the local assignment review committee will investigate and make every effort to determine if disputed jobs can or cannot be done safely with two workers.

7. Q. Who will be on the Work Assignment Review Committee (WARC)?
- A. The Union and Management will each select 3 members who are experienced and qualified with underground work.
8. Q. What happens if the Work Assignment Review Committee cannot resolve the issue?
- A. Then a grievance may be filed at Step 2.

Crew Assignment Questions

9. Q. What would the classifications be on a two (2) person Underground crew?
- A. Both of the people need to be qualified to perform the tasks. For example a splicing or switching crew would be made up of a Crew Leader, Cable and an A Splicer, with the Crew Leader being the person in charge.
10. Q. Can a two (2) person crew install ground rods or ground grids?
- A. Yes. A two person crew can install test and connect ground rods and ground grids in above-ground locations.
11. Q. Can a two (2) person crew perform inspections in manholes/below grade vaults?
- A. Yes. A two person crew can inspect cable, and equipment including tests for heat issues utilizing the heat detection gun once training and parameters for its use have been established.
12. Q. Can a two (2) person crew clean manholes?
- A. Yes, provided the proper equipment is available and all current environmental rules and standards are followed.
13. Q. Will watchman duties continue to be performed by one person?
- A. Yes, provided the scope of the job does not require additional help.
14. Q. What are the requirements to be a watchman on an underground jobsite?
- A. The person performing the watchman duties must be qualified to identify the hazards at the jobsite after a complete job briefing.

Pulling Gang Questions

15. Q. Once fully staffed how many workers will be on a Chicago cable installation job (pulling gang), and what classifications will be used?
- A. Under normal conditions, cable installations will be performed by three underground workers at each end for a manhole to manhole cable pull, and will consist of a Crew Leader, Cable, Two Underground Mechanics, Two Underground Laborers and an Underground Helper. However the company is not precluded from assigning other higher qualified classifications to a pulling gang if special circumstances exist.
16. Q. Will six workers be assigned to all cable pulls?
- A. No, there may be circumstances where there will be a need for more or less people on the pulling crew. However, the Crewleader will review every task at the site to determine if it can be performed safely with the assigned crew.
17. Q. Can you give an example of where less than six workers could safely pull cable?
- A. Jobs such as installing control cable.
18. Q. What happens if the Crewleader feels that more workers are needed to complete the cable pulling job?
- A. The assignment will follow the job assignment dispute process described in the agreement. (See questions-answers #1 - #8)
19. Q. What classifications would be assigned to install cable for a standard manhole to manhole pull?
- A. In the City of Chicago, Crew Leaders, Cable Mechanics, Laborers, or Helpers would have the primary assignment to install cable. Outside the city, current Underground job classifications will be assigned to the pulling gang.
20. Q. At what point will a Helper, Laborer, or Mechanic be afforded the opportunity to attend Splicer, Start school?
- A. Once an employee has entered into the Underground promotional series and a Splicer, Start school is posted, an employee is required to attend, by seniority. If the employee does not successfully complete the prescribed work he/she will be afforded a second opportunity, at a later date. It should be noted that it is the desire of both the company and the union to have employees promote thru the traditional job titles of Splicer and Crew Leader.

Switching and Grounding

21. Q. Will a two (2) person crew be required to perform switching?
  - A. Yes, after proper training has been provided. Switching that involves the splitting and tying of different feeders and excluding switching operations in unmanned stations, shall be done under the direction of the Designated Authority. Any other switching shall be limited to that which is currently within the jurisdiction of the Underground Department to perform, or as set forth in this agreement.
22. Q. What are the conditions that an Underground crew would be required to switch?
  - A. To take equipment out of service for their own work or to return equipment to service after inspecting their completed work.
23. Q. Will an Underground crew be required to place their own LOTO Tags?
  - A. Yes, to establish a Zone of Protection for their own work under the direction of the Designated Authority.
24. Q. What are some examples of locations an Underground crew will be required to switch in or at?
  - A. Areas where it is currently within the jurisdiction of the Underground Department to perform switching, such as switch gears, transformers, network centers, switching racks, and on cable poles. This will include such devices as fuses, disconnects, elbow disconnects, gas insulated switches, and gang operated switches, etc.
25. Q. What about switching or grounding assignments on hand operated devices Such as switching tables or switching within the M.A.D. such as double circuit 4 kV Poles?
  - A. Assignments that require both rubber gloves and rubber sleeves will not be performed by an Underground crew.
26. Q. Will the Distribution Underground crews be required to place safety grounds?
  - A. Yes, on 15kV and below, to establish a Zone of Protection for their own work, after all proper testing has been performed.
27. Q. What are some examples that an Underground crew working inside the boundary of Chicago would ground on main stem feeder cable?

- A. A crew would be able to attach or remove safety grounds within an established Zone of Protection at the nearest (electrically connected) disconnects or terminations to the work site.
28. Q. What are some examples of radially fed equipment where an Underground crew would switch and ground?
- A. At a cable down-feed to a transformer, a crew would open fuses to de-energize, test dead and attach safety grounds and tags, under the direction of the Designated Authority.
29. Q. What kind of testing will the Underground Department be required to perform?
- A. Testing includes operations such as, testing cable to be de-energized after switching to isolate equipment and attach safety grounds, verifying phases across disconnects using a high voltage tester, performing high voltage cable proof tests with a high-pot tool, connecting cable and phase identifier devices, and using appropriate tools to identify phases.
30. Q. What about energizing and testing a transformer?
- A. Yes, after proper training, a two person crew can energize and perform all necessary tests on a transformer.
31. Q. Can Distribution Underground or TUG crews perform switching on 34kV and above?
- A. No, switching by underground crews will only be performed on 15kV and below.
32. Q. Will T U G be required to attach grounds for their own work?
- A. Yes, as has been the practice. (Gaps in training have been identified and the company has committed to training to close those gaps.)
33. Q. Will TUG continue to do valving routines?
- A. Yes, as has been the practice.
34. Q. Will the TUGs' current practice of phase identifying utilizing the Area Operators continue?
- A. Yes, however, under current work practices TUG employees will perform phasing activities for example, during joint construction.

General Two Person Crew Assignments

35. Q. Can a two (2) person crew make repairs to direct buried cable?
- A. Yes, a two person crew can excavate for and repair cable provided the cable is not paper insulated lead and is 15 kV or lower cable.
36. Q. What if the splice pit is deep enough to require shoring?
- A. Then the job will require additional help.
37. Q. Can a two (2) person Underground crew install or remove an above ground transformer?
- A. Yes, a two person crew can set or remove either a single phase or three phase transformer, provided the amount of cable present, or other safety concerns, do not require another person to perform the job safely.
38. Q. Can a two (2) person Underground crew terminate cable?
- A. A two person crew can terminate cable in a transformer, line bay, fuse bay or ATO. If the work is done in manholes/vaults an attendant must be present. A two person crew can terminate on a cable pole provided the cable is already secured (gripped and U-guarded) to the pole.
39. Q. Can a two (2) person crew help Distribution Testing or testing engineers in locating cable faults?
- A. Yes
40. Q. When working on Underground secondary equipment, what kind of work can a two (2) person crew perform?
- A. A two person crew can locate, repair or eliminate trouble and restore service to customers.
41. Q. What about connecting generators?
- A. Yes, a two person Underground crew can connect a generator or emergency transformer.
42. Q. What about connecting cables to provide or restore service?
- A. Yes, provided the cables being energized do not pose a safety risk such as

back-feed due to multiple runs that feed a single point of service.

43. Q. You said if we are restoring power we will have to hook up secondary cable with a two person crew unless there were issues with backfeed. What if I am installing a new service in a manhole/vault?
- A. The same rules apply. If energizing a cable will backfeed other cables due to their being attached at a single point of service and those ends need to be controlled, you will receive help. (See question #41)
44. Q. What about storm duty? Will a two (2) person crew be required to work emergency restoration assignments?
- A. Yes, with proper training and provided the crew has the proper equipment to perform the task safely.
45. Q. Can a two (2) person crew do secondary work?
- A. Yes, provided the appropriate equipment is available to install cable (carrying up to 600v) up riser poles, into trenches, to make connections on poles, in pedestals and raceways and to set single phase meters after making all appropriate tests.
46. Q. What about URD work, can that work be done by a two (2) person underground crew?
- A. Yes, this work includes terminating cable on poles (see Q#37), in transformers, switchgears, line bays, fuse bays, pedestals and raceways, replacing transformers (see Q# 36), pedestals and similar URD equipment.
47. Q. What about repairing/replacing URD equipment?
- A. Yes, any of the equipment that can be installed by a two (2) person crew can also be repaired or replaced by a two person underground crew.
48. Q. Can a two (2) person crew replace an overhead service with an underground service?
- A. Yes, provided the necessary equipment is available.
49. Q. Will two (2) person Underground crews have to dig their own splice pits?
- A. Yes, provided the proper equipment is available and the pit does not require shoring.

50. Q. Can a two (2) person crew perform routine oil system maintenance?
- A. Yes, provided the conditions or the scope of the job do not necessitate additional help.
51. Q. Does this agreement change the 1971 URD vs. Conventional Underground Agreement?
- A. No, not as it affects the jurisdictional work assignments between the underground and other departments. (I.e. Underground job descriptions have changed but work assignments have not.) In addition this agreement does not change the current work practice as it pertains to Conduit and Civil work in some locations. E.G. Install conduit, protecting and supporting conduit and cable during work operations; breaking pavement for the installation and repair of conduit and for the adjustment of manholes frames to grade; and cleaning manholes and ducts.
52. Q. What are the 2 person crew assignments that a Splicer, Start can be a part of?
- A. After the completion of the prescribed examination necessary to complete the second period school, a Splicer Start can be a part of a two person crew for the following assignments:
- a. Single phase splices in pits and single phase transformer terminations
  - b. Grounding grids on either single phase or three phase transformers
  - c. Terminating secondary's in de-energized pedestals and raceways
- Starting Splicers shall not be utilized for energized secondary work. There will be no assignments that utilize splicer, starts that include work in manholes, vaults, terminal poles or aerial splicing etc.. In addition, if Splicer, Starts are being used for two person assignments in a given area, there shall not be any Cable Splicers who are assigned to that area traveling outside of their normal reporting area.

Two Person Manhole Assignments

53. Q. Can a two person crew perform construction tasks in a manhole or below grade vault?
- A. Yes, however one worker is required to be an attendant, at all times, outside of the space to perform the following duties: call for emergency assistance and provide rescue and first aid, to protect the public, prevent objects from falling into the work space, to watch company equipment and tools, and to perform other duties that do not distract from monitoring the employee in the manhole/vault. An attendant is not precluded from reaching into an underground structure to hand a coworker tools or other job materials so long as only the hands/arms break the entry plane.

54. Q. What are the qualifications to act as an attendant for an underground construction task?
- A. A Bargaining Unit Underground Employee, Trained and qualified in manhole rescue, CPR, and first aid.
55. Q. Is the attendant still required if help is needed in the manhole/vault?
- A. Yes, an attendant is still required outside of the work space. If the employee in the manhole/vault needs assistance, another employee will be provided so that there will be an attendant outside of the space at all times.
56. Q. What if the attendant cannot maintain visual or verbal contact with the employee in the manhole/vault?
- A. Safety requires that the attendant and splicer be able to communicate effectively. If this is not possible and an additional person will clear up this problem, another person will be provided.
57. Q. Does the attendant rule apply to other departments or work practices?
- A. An attendant must be outside of a manhole for construction tasks, the existing safety rules or work practices for other work groups have not changed.
58. Q. What if I have to train heavy or awkward cables or situations where there is Extensive training needed to place cables properly?
- A. If help is needed to perform a task safely, another person will be provided.
59. Q. What if I find cable that has fallen off of the saddles and arms (brackets), do I have to re-rack those cables by myself?
- A. No, re-racking cables that have been dislodged from their arms (brackets) or saddles requires additional help.
60. Q. What if I have to move energized cables in a manhole/vault, do I have to do that with a two person crew?
- A. No, moving energized cables will require additional help.
61. Q. What if the jobsite is at risk due to high vehicular or pedestrian traffic?
- A. If the Crew Leader determines that assistance is needed to improve job site safety and to protect the work zone, assistance shall be requested and provided.

62. Q. What if I am doing a window dead test or opening a potentially live cable to mark phases that has always required two workers in the manhole, will I be required to do that alone?
- A. No, a window dead test requires that an A Splicer and Crew Leader be in the manhole/vault together to utilize peer checks to verify that the test will be performed properly and safely.
63. Q. Can a two (2) person crew (one person in the manhole/vault and one attendant outside) make cable splices in manholes and below grade vaults?
- A. Yes. On straight joints, when one person can safely and reasonably make the joint, once the cable is racked and trained. If assistance is required it will be provided (per section iv).
64. Q. What if I am building a wye joint, do I have to do that joint by myself?
- A. No, this will be a minimum of a three-person assignment for complicated joints such as a single conductor or three conductor wye, vee, or trifurcating wye and vee joints, and transmission joints will require additional help. In most instances, the minimum three person crew make up for this type of work would be a Crew Leader, Cable and two A Splicers. However, there may be some conditions where the crew make-up for a distribution joint will be a Crew Leader, Cable an A Splicer and a B Splicer depending on the particular job and the experience level of the B Splicer. Examples of this assignment would be: Completing the wipes, filling the joint and sealing the sleeve.
65. Q. If I am working off of a scaffold in a manhole/vault will I have to do that work with a two person crew?
- A. If, due to the configuration of the job site, another person is required for such tasks as receiving and passing a hot solder pot, or passing tools or material throughout the duration of the job, help will be provided.
66. Q. What about installing scaffolding or platforms in manholes or vaults?
- A. This task requires two people to assemble the scaffold and an attendant is still required outside of the space.

General Questions

67. Q. Who is qualified to splice as part of a two (2) person crew?
- A. A Splicer is qualified to be on a two (2) person splicing crew after they have completed their two year apprenticeship.

68. Q. What would a basic Underground call-out crew complement be?
- A. In an effort to expedite service restoration to the customer, and to eliminate delays due to insufficient employees to perform necessary tasks, an underground call-out will be a three (3) person crew unless the job has been previously identified as a known two (2) person assignment.
69. Q. What is the 'affected work group' if a contractor performs work currently done by the Underground Department?
- A. The affected work group is the Underground Department in the Reporting Center where the work was done, to include all job classifications in the affected work group. For example, if contractors perform ordinary and customary work of the work group, Lead Crew Leaders, Planners, Crew Leaders, Cable Splicers, Cable, Splicer Starting, Mechanics, Laborers and Helpers would be the affected work group. Underground Protection Electricians, Map Recorders, and Principal Facilities Electricians would not be considered part of this affected work group, unless their specific work is also performed by contractors.
70. Q. The job description for the Lead Crew Leader requires "aptitude for ComEd's many computer based tools." What does that mean?
- A. ComEd's many computer based tools, include but are not limited to Passport material orders, joint work request, switching request system, mapping, condition reports, and Customer Information Management System. There are many facets of the Passport system that must be understood as part of the LCL responsibilities. Some of the most critical and frequently used aspects include navigation among many "panels" such as; work request, work order creation, financial, material, equipment records, work instructions, work requirements, and contract. These computer based tools will continue to change and evolve with time.
71. Q. Who is eligible to bid into an underground job?
- A. First consideration will be given to those employees possessing the ability and qualifications needed to meet the requirements of this job position.
72. Q. Once I am in the Underground Promotional Series can I bid into another department?
- A. No. UG Helpers and UG Laborers are in an automatic progression promotional series to the Mechanic, Underground..

73. Q. Will the pulling gangs established in the Chicago region be used outside Chicago for such work?
- A. It is not the company's intent to utilize pulling gangs established in the Chicago Region to travel outside the Chicago Region to perform such work. Any assignment of pulling gangs outside of the Chicago Region shall be done within the Collective Bargaining Agreement. Additionally, in an effort to minimize contracting, the Company may utilize Underground employees to perform such work.
74. Q. At what point does an Underground employee have to pass Pole Climbing School?
- A. Prior to their attendance in the Splicer, Starting School.
75. Q. If a Crew Leader, Cable and a Crew Leader, Cable Planner both apply for a Lead Crew Leader, Cable position who has seniority?
- A. The Crew Leader, Cable Planner position is a position that does not have a higher level of seniority, both will bid from their Crew Leader, Cable seniority date.
76. Q. There are new tasks that people in the department are going to have to do that they have never done before. What kind of training are we going to get?
- A. As is written in the document, the company has committed to a thorough and complete hands-on training to qualify employees to perform tasks that they have not been performing, either recently or historically. This includes new equipment, material or work assignments.
77. Q. Can the PFE be assigned to perform tasks in lieu of a Crew Leader, Cable to perform regular underground work?
- A. No.
78. Q. Can a two person crew perform lead work in a manhole?
- A. The vast majority of lead work will be performed by a three person crew.

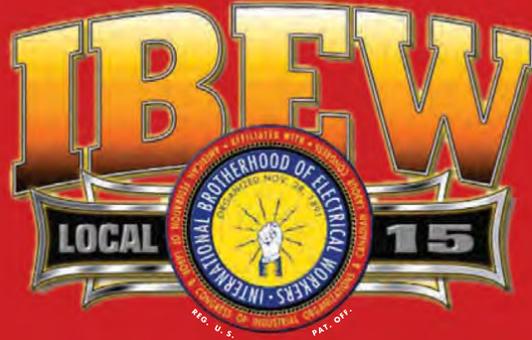
However, under the proper conditions, a two person crew may be able to safely perform three conductor lead straight joints, and one conductor lead straight joints which involve the utilization of lead wiping skills. Transition joints do not require the highest level of lead wiping skills and may be performed safely with a two person crew, under proper conditions.

79. Q. Who is eligible for the Underground Helper position?
- A. All employees at or below the “B” rate not in an automatic progression promotional series. Candidates will need to pass a pre-qualifier training session that includes passing the CAST test, work in manholes and enclosed spaces, work at height on platforms and work at height in an aerial lift.
80. Q. What is the difference between a watchman and an attendant?
- A. Both roles are filled by classifications in the Underground Promotional Series I. An attendant is a member of an Underground Crew that remains outside of an enclosed or confined space, and is ready to render assistance, whether emergency or work related. A watchman generally works with outside companies that are working on or near ComEd facilities. The watchman ensures that the other company’s workers do not damage or inadvertently energize Company equipment, or inadvertently place themselves or the public into unsafe conditions.
81. Q. What if congestion or configuration, such as multi level manholes or obstructed paths of egress, would make rescue more difficult?
- A. Additional help would be provided.
82. Q. What if there is water running into the manhole, in amounts that could overcome an employee in a very short time should the pump fail while the employee was disabled and on the floor, would another employee be provided?
- A. Additional help would be provided.
83. Q. What if there are severe environmental conditions, unusual anomalous air quality issues, where an extra person would be needed?
- A. Additional help will be provided.

**Attachment VII**

**Letter of Understanding concerning Pipe Installation**

The parties agree that the System Services Group will perform all pipe installation for conventional underground and that Local 15 will withdraw any and all pending grievances related to pipe installation. If for any reason the System Services Group is dissolved, conventional underground all pipe installation will revert to the Underground Department. There will be a (2) two year suspension of any claimed Valtin related to all conventional underground pipe installation by contractors. After the two-year moratorium, Valtin will apply to the UG department if contractors install pipe-



**Collective Bargaining Agreement  
And  
Supplement to Collective Bargaining  
Agreement between  
Commonwealth Edison Company  
& Exelon Business Services Company  
and  
IBEW Local 15**

**October 1, 2013 to September 30, 2019**



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I

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
EXELON BUSINESS SERVICES COMPANY  
COMMONWEALTH EDISON COMPANY AND  
LOCAL UNION 15 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

**PREAMBLE**

This Agreement is made by and between Exelon Business Services Company and Commonwealth Edison Company (collectively "the Company") and Local Union 15 (hereinafter called the "Union") of the International Brotherhood of Electrical Workers (hereinafter called the "Brotherhood"). This Agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority or regulatory body, including but not limited to the Illinois Commerce Commission, and except in cases of liquidation or condemnation or sale or transfer (i) to any entity which has the authority to initiate condemnation proceedings, or (ii) pursuant to any right granted prior to the date hereof, in the event of a sale or transfer of one (1) or more of the Company's generating stations and/or business units, to another person, company, corporation, or firm during the term of this Agreement, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement. This paragraph shall not apply with respect to any generating station which was the subject of a sales agreement entered into before the date of this Agreement. The parties hereto agree with each other as follows:

**ARTICLE I  
Representation and Recognition**

1. The Union, having been certified by the National Labor Relations Board as the bargaining agency for certain employees in the bargaining unit defined as the Commercial Physical and Clerical workers is

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hereby recognized by the Company as the exclusive bargaining representative for all employees in such unit.

2. The occupational titles of the employees covered herein are listed in Exhibit A attached hereto and made a part hereof.
3. The Company recognizes authorized representatives of the Brotherhood and the Union as the representatives of the Union.

**ARTICLE II  
Union-Company Relationship**

1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.
2. In the election conducted by the National Labor Relations Board, the Union has been duly authorized to make the agreement set out in this Section. In the interest of cooperation and harmonious relationship, the Company and the Brotherhood agree that:
  - (a) All regular employees, other than guards, who on August 1, 1946, were members of the Brotherhood, and all employees, other than guards, who become members after that date, shall as a condition of employment, maintain their membership in the Brotherhood during the term of this Agreement. The Union, the Brotherhood, their officers, and their members, shall not intimidate or coerce employees into joining the Brotherhood.

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- (b) All persons, other than guards, hired after July 31, 1946, shall as a condition of employment, join the Brotherhood within ninety (90) days after date of employment and maintain membership in the Brotherhood during the term of the Agreement.
  - (c) The Brotherhood will accept into membership any present employees and all persons hired after July 31, 1946, upon reasonable terms and conditions. Employees in job classifications, deemed by the parties to perform the functions of guards, were excluded from participation in the above mentioned election conducted by the National Labor Relations Board.
3. The Company agrees that during the period of this Agreement, there shall be no lockout of members of the Union. The Union, its membership, individually and collectively, agree that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.
  4. There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents, against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union. The Union, or its agents, will not solicit members, engage in organization work, or any other Union activities, during the working time of employees, except as provided in Article VIII of this Agreement.
  5. Neither the Company nor the Union through their officers, members, representatives, agents, or committees, shall engage in any activity of any

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kind for the purpose of defeating or evading the terms of this Agreement.

6. Posting of official Union notices on Company property shall be permitted and definite space shall be allotted for this purpose.
7. Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for a period of one (1) year, or until the termination of the current Agreement between the Company and the Union, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the employee to the Company and the Union, not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Agreement between the Company and the Union, whichever occurs sooner.

**ARTICLE III**  
**Seniority, Promotions, Transfers, Layoffs,**  
**Reemployment**

1. This Article shall apply to those carried on the payroll as "regular" employees full-time and part-time, and shall not apply to those carried on the payroll as "temporary" employees. Regular employees are engaged without time limitation. Temporary employees are engaged for work which, it is anticipated, will continue for a limited period in jobs which will not result in loss of regular employment for regular employees.

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"Part-time regular employees" shall apply to those employees scheduled on a regular job for no more than twenty-four (24) hours per week, with a minimum of twenty (20) hours, with no time limit on the duration of their employment. The scheduling of part-time Customer Service Representatives shall be based upon a minimum of eight (8) hours per week, and a maximum of thirty-two (32) hours per week. It is further agreed that these employees shall be scheduled a minimum of 1,040 hours annually, and may be scheduled up to a maximum of 1,664 hours annually.

2. A new employee, other than one classified as temporary, shall be termed a "probationary" employee. The probationary period shall be three (3) continuous months. A probationary employee may be discharged any time prior to the end of the probationary period. The discharge of a probationary employee shall not be subject to the provisions of Article VIII. Upon completion of the probationary period, the employee shall be placed on the applicable seniority list as a regular employee and immediately credited with the seniority and service that accumulated during the probationary period.
3. Length of employment in the Company shall be "service." Length of employment in a particular job classification within the Commercial Physical department within the Company shall be "seniority." Service and seniority will be in accordance with the Company's records, but cannot include time spent in the Company prior to a break in service that has not been joined. If two (2) or more employees are promoted to the same job classification on the same date, their seniority order in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted.

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Seniority in a Clerical job classification within the Company 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.

4. During the term of this Agreement, the Company will semi-annually supply to the Union lists showing seniority and service of regular Commercial Physical employees. These lists shall show, by promotional series and job classification, the following: (a) employee's name; (b) seniority; (c) service. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

In addition, during the term of this Agreement the Company will semi-annually supply to the Union, lists showing the job classification and promotional service date of regular Clerical employees. In the absence of objection by the Union to changes from the previously approved list, within thirty (30) days of the date on which the revised list is submitted, such changes shall be considered approved.

5. Bi-weekly the Company will inform the Union of personnel changes that affect the respective Commercial Physical and Clerical seniority lists.
6. A job classification shall be "higher" when it carries a higher schedule maximum. "Promotion" shall mean advancement to a higher job classification.

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7. In cases of promotion to higher job classifications within the bargaining unit, the factors to be considered shall be ability and seniority for Commercial Physical employees and ability and promotional service date for Clerical employees. Where the ability of the employees under consideration is substantially equal, the employee highest on the applicable list will be the one promoted. In case of promotion, if the employee who is highest on the applicable list is not selected, the employee shall be informed by the Company of the reason why they were not promoted. The Union will be furnished the names of employees not promoted in accordance with the above. Eligibility for promotion will be in accordance with the attached Exhibit B, except as hereinafter provided.
8. When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists (Exhibit B), the Company shall post a notice on bulletin boards, for a period of ten (10) calendar days, excluding Sundays and holidays, announcing the open position. (The entrance job classifications referred to are those indicated on the promotional list, Exhibit B.) Employees desiring to be considered should make written application setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall have no grievance.
9. If no qualified employee is available for the vacancy or newly created job classification in the Commercial Physical or Clerical promotional series, either from the next lower job classification in the promotional series, or as a result of the bidding procedure, then the Company may select any employee, or hire someone to fill such job after notifying the Union.

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10. In the event an employee chooses not to accept a promotion or transfer, it shall have no effect on their future opportunities for promotion.
11. An employee who is promoted shall be given not more than a ninety (90) day training and qualifying period for determination as to whether or not the employee can meet the job requirements. If it is decided the employee is not competent to perform the work of the new job classification, the employee will be transferred back to their former job classification. Commercial Physical employees shall have included in their seniority the time spent in the higher job classification and Clerical employees will continue to maintain their promotional service date.
12. The Company will afford the senior employee in a job classification a reasonable opportunity to be trained for the next higher job in their promotional series to the extent that the Company finds it practicable to provide such training taking into account the job requirements and working conditions involved. This policy is predicated on the understanding between the Company and the Union that such training will not affect the Company's right to assign any work to an individual at any particular time.
13. When a Commercial Physical or Clerical employee is temporarily assigned to other work, the employee's seniority or promotional service date will continue to accrue in their regular job classification.
14. When filling a vacancy in an existing or newly created management job classification by promoting from the bargaining unit, the Company will post a notice on bulletin boards in the division affected for a period of ten (10) calendar days,

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excluding Sundays and holidays, announcing the open position. Employees desiring to be considered should make written application setting forth their qualifications. Before the promotional appointment is made, the Company will discuss the matter with the Union. The provisions of this Section shall not be subject to the provisions of Article VIII.

15. Whenever, by reason of the workload, the Company contemplates a layoff, the Company will negotiate with the Union to formulate a program for spreading the work, moving employees from one group or department to another, or other appropriate action as provided for in the Seniority Agreement dated February 19, 1996. Should the Company and the Union be unable to agree upon such a program within thirty (30) days after the matter is first brought to the attention of the Union, the procedure outlined below shall apply:

When a reduction in force is necessary, temporary and probationary employees will be laid off first.

**Reduction in Force – Clerical**

To identify the actual employees in job classifications to be affected by a work force reduction, the following actions will be taken:

- A. Seniority for Clerical employees specific to the layoff process will be established within three (3) respective business unit groups as follows:
  - Nuclear Clerical employees
  - Commercial Clerical employees
  - Business Services Clerical employees

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- 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.
  - 3) An employee being transferred or demoted who prefers to be laid off rather than be transferred or demoted outside of their present work location shall retain their right to recall as defined in this Article.
  - 4) An employee laid off as a result of the application of number 3) above who is not recalled within the provisions contained in this Article within two (2) years shall have no further rights to reemployment.
    - (a) Employees recalled after a layoff, returning to a location other than the one the employee left as a result of the layoff, will remain eligible to be recalled to their layoff location until he / she rejects a position at his / her former classification and location.
- C. If a layoff is necessary with or without the implementation of the demotions or transfers resulting from the work force

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reduction steps described in A and B above, employees in the entry level job classifications, Entry Clerk, Office Service Representative, and Office Service Specialist, will be merged across business unit groups into one (1) list and their respective service dates will govern. If the required number of layoffs necessary is 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 work force 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's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.

**Reduction in Force - Commercial / BSC  
Physical**

To identify the actual employees in job classifications to be affected by a workforce reduction, the following procedure will apply:

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- 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 the employee had 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:

Fleet Assistant  
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.

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- E. Management will determine the need to rebalance the work force 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's Fitness for Duty Access Authorization Programs as described in SY-AA-102 and SY-AA-103-500 must be met.
16. When employees are being laid off on account of lack of work in one department and additional employees are being hired in another department, the Company shall consider the employees being laid off for employment in the other department, provided they are qualified to perform the work and there are no former employees of that department who must be offered the jobs in accordance with the provisions of this Agreement.
17. Should there be a reduction in force, the employees who are the Vice President, Recording Secretary, Treasurer, and Chief Stewards of Local Union 15, shall continue at work as long as there is a job in their own department, in job classifications covered by this Agreement which the Officers or Chief Stewards are qualified to perform. In any such case the employee whose work the Officers or Chief Stewards are qualified to perform shall replace an employee of less seniority, except that employees who have returned from military service shall not be so replaced for a period of one (1) year following their return to Company employment.

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The Union shall inform the Company in writing of the names of these Officers and Chief Stewards.

18. (a) Eligible employees or former employees who have because of lack of work been demoted, transferred, or laid off shall be recalled in accordance with the provisions of this Section before a vacancy is filled by the promotion, transfer, or hiring of an employee who is not eligible for recall. Employees or former employees will remain eligible for recall until he / she accepts or rejects a position at his / her former classification and location.
- (b) If the vacancy to be filled is in an entrance job classification, employees or former employees who are eligible for recall and have seniority in that promotional series shall, if they meet the job requirements, be offered the job in the order of their service. If the vacancy is not filled in this manner, eligible employees or former employees who have seniority in any job classification within the department shall, if they meet the job requirements, be offered the job in the order of their service except that no employee presently on the payroll of the department in which the vacancy occurs will be offered a recall to an entrance job classification in their present department, unless such offer is to a promotional series from which the employee has been removed because of lack of work.
- (c) If the vacancy to be filled is other than an entrance job classification, employees or former employees who are eligible for recall shall, if they meet the job requirements, be offered the job in the order of their seniority, provided:

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- 1) It is a job classification from which the employee had been laid off, transferred, or demoted because of lack of work; or,
  - 2) It is a job classification within their former promotional series which is not higher than the job classification in that series that the employee held prior to demotion, transfer, or layoff because of lack of work; or,
  - 3) It is a job classification within the same promotional series in which the employee still retained seniority, although not one from which the employee was directly laid off, transferred, or demoted because of lack of work.
- (d) If a laid off employee is to be offered a vacancy in accordance with the provisions of this Section, notification shall be sent to the employee at the latest mailing address supplied the Company, or given to the employee personally, and a copy of the notification shall be sent to the Union. If the employee wishes to accept the job offered, they shall so notify the Company within six (6) calendar days, excluding Sundays and holidays, after such notification was mailed or given to the employee and shall report for work within twelve (12) calendar days, excluding Sundays and holidays, of the date the notice was mailed or given to the employee.
- (e) A laid off employee, re-employed in accordance with the provisions of this Section shall be credited with the service

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which they had accumulated as of the date of their layoff.

- (f) The seniority of employees recalled shall be determined in accordance with the rules governing the computation of seniority.
  - (g) An employee returned to their former job classification in accordance with the provisions of this Section shall be paid the rate of pay they formerly received in that job classification, or if there has been a change in rate of pay schedule, the rate which corresponds to their former rate of pay taking such change into consideration.
  - (h) If an employee does not accept a job offered in accordance with the provisions of this Section, they need not be notified of subsequent vacancies.
  - (i) Nothing in this Section shall prevent the hiring of new employees or the use of present employees to fill the job temporarily until the laid off, transferred, or demoted employee can be obtained.
19. 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 this Article.
20. In addition, as a result of the application of the layoff provisions contained in this Section, employees 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

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department who must be offered the jobs in accordance with the provision of this Article.

21. In case of demotion of a Commercial Physical or Clerical employee other than "reduction in force", if the employee is returned to a job classification in which they previously had seniority or promotional service date, the employee shall assume in it the seniority or promotional service date they had accrued in such job classification plus that accumulated in the higher job classification. If the employee is demoted to a job classification in which they did not previously have seniority, the employee shall assume in it the seniority they accumulated in the higher job classification.
22. Any employee who is transferred from a position within the Bargaining Unit to a position outside of the Bargaining Unit shall, after a ninety (90) day period, cease to accumulate seniority or promotional service as of the date of their transfer.

Where an employee is demoted or transferred at their own request to a job classification outside their promotional series but within their present department, the employee shall start in their new job classification with zero seniority, unless the employee has seniority in the new promotional series because of previous employment in that promotional series. In such a case, the employee shall retain the seniority they previously accumulated in the same, equivalent, or higher job classifications in the new promotional series, but shall not be credited with the seniority that they had in the job classification from which they demoted or transferred.

If an employee had not previously been employed on work included in the Bargaining Unit, the employee shall not be returned to a job

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classification in the Bargaining Unit unless by mutual agreement.

23. In the case of a regular employee who has given long and faithful service and who is unable to carry on their regular work to advantage, the Company will attempt to place such employee on work which the employee is able to perform. In such cases, the other provisions of this Article shall not apply and the employee shall be accorded seniority in their new job equal to that which the employee had in the job classification they left, if the employee is transferred to an equal or lower job classification.
24. Any regular employee on a military leave of absence shall, upon reemployment, have the period of their absence added to the service the employee had at the time of their entry into military service.

The Company and the Union will jointly determine what seniority or promotional service date and position must be given a returning veteran to comply with the Universal Military Service and Training Act. If they cannot agree or if their decision is disputed by the veteran or any official having responsibility for the administration of the Act, the Company and the Union will follow the advice or ruling of the local office charged with responsibility for the administration of the Act, or any higher official to whom the veteran, the Company, or the Union appeals unless the Company and the Union agree to contest such advice or ruling. The Company may make adjustments in positions and seniority necessary to reflect the seniority or promotional service date and position given the returning veteran pursuant to the above provisions.

25. A regular employee who may be elected or appointed to an office in the Brotherhood, or Union covered by this Agreement, whose election or

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appointment requires their absence from duty with the Company, shall be granted a leave of absence without pay for the employee's term of office and they shall continue to accumulate seniority and service throughout such term of office and shall, upon expiration of their leave of absence, be reinstated in accordance with their seniority provided the employee is physically qualified.

26. An employee with five (5) or more years of Company service who is unable to perform their regular work to advantage because the employee was injured while at work for the Company, will be given preferential treatment and transferred to a job within their capabilities. Such an employee will be allowed to advance in the regular manner to the maximum of their job classification at the time of the transfer. However, future general changes in wage rates will be applied to the transferred employee in the same manner as to other employees in the job classification which the employee is in at the time of such general wage change. In such cases the provisions of Article III of the CBA shall not apply and the employee shall be accorded seniority in their new job classification equal to that which they had in the job classification they left if they are transferred to an equal or lower job classification.
27. A reasonable number of engineers or other employees with special experience or training may be assigned work at different occupations within the bargaining unit in any department as part of a training period, and while so employed, shall neither be affected by provisions of this Agreement nor shall their employment affect the status of other employees covered by this Agreement.

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**ARTICLE IV  
Hours of Work, Overtime, and Holidays**

1. The basic workweek shall normally consist of five (5) regularly scheduled basic workdays within the workweek. Normally there shall be two (2) regularly scheduled, consecutive days off. Neither of these two (2) days shall be considered as part of the basic workweek even though an employee is scheduled to work on either or both of these days. The basic workday shall normally consist of eight (8) hours of work which shall be consecutive except when time out for a meal is scheduled, but presently established exceptions to the basic workday of eight (8) hours shall be continued in effect unless changed in accordance with the provisions of this Agreement.
2. For the purpose of timekeeping, a workweek shall begin and end at midnight, Sunday night.
3. For the purpose of timekeeping, the date to which the basic workday is to be allocated shall be the date on which the majority of the basic workday hours are worked. If the hours of a basic workday are evenly divided between two (2) calendar days, the basic workday shall be allocated to the date on which the basic workday ends.

If, because of the application of this Section, two (2) basic workdays are allocated to the same calendar day, straight time shall be paid for the basic workday hours of both basic workdays.

Overtime shall be allocated to the calendar day on which it is worked.

4. An hourly premium will be paid for the hours specified in this Section. Such premium shall be equal to 5.25% of the "A rate of pay" as computed on the effective date of the general wage increase.

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Future adjustments will be made in the same manner on the effective date of any general wage increase.

	“A” Rate	Shift Premium
4/1/2014	44.46	2.33
4/1/2015	45.57	2.39
4/1/2016	46.71	2.45
4/1/2017	47.88	2.51
4/1/2018	49.08	2.58
4/1/2019	50.31	2.64

NOTE: Computations will be rounded to the nearest cent.

- (a) If an employee's basic workday begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of Article IV.

***Illustrations:*** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., is called in two (2) hours early, the employee receives no premium.

If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., continues at work for an additional shift from 3:00 p.m. to 11:00 p.m., the employee receives no premium for this additional shift.

If an employee, whose regular shift on a basic workday is from 3:00 p.m. to 11:00 p.m., is called in two (2) hours early, the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00

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a.m., is required to continue at work for an additional shift from 7:00 a.m. to 3:00 p.m., the employee receives the premium for all hours worked.

If an employee, whose regular shift on a basic workday is from 11:00 p.m. to 7:00 a.m., works two (2) hours overtime, the employee receives the premium for all hours worked.

- (b) If on an employee's regular day off, the employee is required to work as a part of their established work schedule and the work period begins before 6:00 a.m. or ends after 8:30 p.m., the employee shall receive this premium for all hours worked during the same timekeeping day as defined in Section 3 of this Article IV.

***Illustrations:*** If an employee, whose regular shift on a basic workday is from 7:00 a.m. to 3:00 p.m., has an established work schedule on their days off from 3:00 p.m. to 11:00 p.m., the employee receives the premium for the hours worked.

If an employee, whose regular work schedule is from 3:00 p.m. to 11:00 p.m., has an established work schedule on their days off from 7:00 a.m. to 3:00 p.m., the employee does not receive the premium for the hours worked.

- (c) If all of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium for all hours worked on their regular days off during the same week as defined in Section 2 of Article IV.

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***Illustrations:*** If an employee, whose regular schedule throughout the basic workweek is from 7:00 a.m. to 3:00 p.m., is called out on a day off, the employee does not receive the premium regardless of the hours of the call-out.

If an employee, whose regular schedule throughout the basic workweek is from 3:00 p.m. to 11:00 p.m., is called out on a day off, the employee receives the premium regardless of the hours of the call-out.

- (d) If some, but not all, of an employee's basic workdays of a basic workweek begin before 6:00 a.m. or end after 8:30 p.m., the employee shall receive this premium on regular days off for all hours worked during a work period which begins before 6:00 a.m. or ends after 8:30 p.m.

***Illustrations:*** If, during an employee's basic workweek, they work a day shift one (1) day or more and an afternoon or night shift one (1) day or more and then is called out on their day off:

- (1) If the employee's call-out period begins before 6:00 a.m. or ends after 8:30 p.m., the employee receives the premium for the hours worked.
  - (2) If the call-out period begins after 6:00 a.m. and ends before 8:30 p.m., the employee does not receive the premium for the hours worked.
- (e) If, under the conditions specified above, the premium is to be paid for hours that are compensated at an overtime rate, the

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applicable overtime rate shall not be applied to the current hourly premium.

5. A regular employee who is scheduled to work on Sunday as a basic workday shall be paid a premium of 25%, computed upon the basis of the employee's basic hourly rate of pay, for the hours worked during such basic workday; provided, however, that if any overtime rate shall be applicable to such hours, no Sunday premium shall be paid for such hours.

For work on Sunday, which is not a part of a basic workday, no Sunday premium shall be paid, but the appropriate overtime rate, computed upon the basis of the basic hourly rate of pay, shall be paid.

6. "Shift" work is that which regularly operates twenty-four (24) hours a day, seven (7) days per week, including Sundays and holidays. An employee who is assigned to such work shall be designated as a "shift" employee.

"Semi-shift" work is that which regularly operates in varying degrees during the day or night including Sundays and holidays. An employee who is assigned to such work shall be designated as a "semi-shift" employee while so assigned. The number of "semi-shift" employees and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

All other work shall be classified as "non-shift" and an employee assigned to such work shall be designated as a "non-shift" employee. A "non-shift" employee shall not have Sunday scheduled as a basic workday.

An employee may be changed from one to another of the above categories upon adequate notice as defined in Section 12 of this Article.

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It is recognized that, because of differences in operating requirements, some job classifications may cover more than one of the types of work listed above.

7. Regular work schedules of the basic workweek shall be arranged equitably within each work group where it is applicable, and within the limits of reasonable operating procedures, days off shall be rotated. These schedules shall be posted in advance. If a schedule is unsatisfactory, it will be brought to the attention of the Company and a change will be made, if possible, within the limits of reasonable operating procedures.

Posted shift schedules shall be arranged in such a manner that an employee's basic working hours shall be the same for at least three (3) consecutive basic workdays. Changes from the posted shift schedule shall be made in accordance with Article IV, Section 12 of the Collective Bargaining Agreement.

8. Upon written request of the Union, the Company will establish a rotating schedule in any specified work group that has more than one (1) schedule of working hours per day.
9. To facilitate the rotation of shifts and the rotation of days off, a change in shift may be made with only eight (8) hours off between leaving one (1) shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established rotating schedule.
10. With the consent of their immediate supervisor, employees shall have the privilege of exchanging shifts within the same workweek, by individual arrangement, provided the change can be accomplished without additional cost to the

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Company and without violation of any applicable laws or governmental regulations.

11. Presently established daily working hours of the basic workweek will be continued in effect unless changed in accordance with the provisions of this Article.
12. In case of a change in the basic workdays of an employee's basic workweek, notice of at least forty-eight (48) hours shall be given prior to the change. If not given this notice, the employee shall be paid at the overtime rate on the first day of the new schedule.

Similar notice shall be given prior to a change in the daily working hours of the basic workday. If such notice has not been given, or if a change in scheduled working hours is for less than three (3) days, then the employee shall be paid at the overtime rate on the first basic workday of the new schedule for those hours worked outside their previously scheduled hours.

Forty-eight (48) hours notice shall be considered to have been given if the employee is notified of the proposed change before the employee is released from duty on the second day preceding the change.

13. Overtime shall be paid at the rate of time and one-half for all hours worked outside of the scheduled hours of the basic workweek, except that:
  - (a) On holidays, time shall be paid in accordance with the provisions of Section 24 of this Article.
  - (b) Double time shall be paid for all overtime hours that are allocated to the calendar day of the employee's second regular day off in a week as defined in Section 2 of Article IV.

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- (c) Double time shall be paid for extended periods of work as defined in Section 15 of Article IV.

Overtime shall be computed to the nearest one-half hour.

- 14. An employee shall not be required to take time off during basic workdays in lieu of overtime worked or to be worked. However, this shall not prevent changes in scheduled working hours or workdays in accordance with the provisions of Section 12 of this Article.
- 15. An employee who has worked overtime shall be entitled to a rest period as follows:
  - (a) An employee who has worked sixteen (16) hours continuously, or more than eight (8) hours overtime, in the sixteen (16) hour period immediately preceding the employee's basic workday shall, upon release, be entitled to an eight (8) hour rest period before the employee returns to work.
  - (b) If a rest period extends six (6) hours or more into a basic workday, the rest period will continue, providing operating conditions permit, for the balance of that basic workday and the employee shall lose no time thereby.
  - (c) Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than two (2) times the basic hourly rate of pay until released from duty.
  - (d) If a rest period, under the provisions of this Section extends into a basic workday, the employee shall lose no time thereby.

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- (e) Employees shall be released for paid rest when no more emergency related work exists to be dispatched or until employees have worked sixteen (16) hours.
- 16. An employee ordered to remain at a specified location, awaiting a call for emergency work outside scheduled working hours, shall be paid at the applicable rate until released.
- 17. As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees.
  - (a) The employee with the least amount of cumulated overtime hours within the overtime work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.
  - (b) When overtime is improperly assigned to an employee outside the proper work group or job classification, the Company shall return the equivalent amount of overtime to the work group or job classification by affording the bypassed employee with the least amount of cumulated overtime the opportunity to work an equivalent amount of overtime on work which would not be done on an overtime basis. The opportunity shall be made available within thirty (30) days. Such makeup overtime will not conflict with

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the individual's right for overtime in their own classification.

- (c) When an employee is improperly bypassed in the assignment of overtime and the overtime is assigned within the proper overtime work group or job classification, the Company by subsequent overtime assignments shall afford the employee who should have received the overtime assignment the opportunity to regain the number of overtime hours lost on the overtime list. Such subsequent overtime assignments shall be subject to the overtime lists as adjusted bi-weekly. If the employee does not regain the number of overtime hours lost on the overtime list within two (2) bi-weekly posting periods, the employee will be afforded the opportunity to work overtime hours equivalent to the remainder of the hours missed, on work which would not be done on an overtime basis. This opportunity will be made available within thirty (30) days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.
  - (d) Lists of cumulated overtime for the calendar year shall be posted bi-weekly on bulletin boards and shall be used as the basis for overtime distribution for the period of their posting. These lists shall show the equivalent number of straight time hours paid.
18. An employee called back (with or without previous notice) for work at any time outside of their regular work schedule shall be paid a minimum of two (2) hours straight time pay and a call-back allowance of two (2) hours straight time pay. If pay for the time worked at the applicable overtime rate

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exceeds two (2) hours straight time pay, the employee is to be paid at the applicable overtime rate for the hours worked and, in addition, will be paid the call-back allowance of two (2) hours at straight time, unless the time worked on a regular day off or holiday (with previous notice) amounts to eight (8) hours or more, in which case no call-back allowance shall be paid.

If an employee is called back more than once between two (2) consecutive scheduled work periods, their pay and call-back allowance for such intermittent work shall not be more than the employee would have received had the employee worked continuously from the starting time of the first call-back until the quitting time of the last call-back.

An employee, who operates a Company-owned vehicle, which is kept at their home, shall in case of a call-back be given a call-back allowance on the above basis.

An employee shall not be considered to be called back when the employee works overtime which, without interruption except time out without pay for a meal, immediately follows a regular work period.

This Section shall not apply to overtime work that is a part of established work schedules.

19. When an employee reports for work at their regular daily starting time in accordance with the employee's then existing regular work schedule for basic workdays, and in condition to perform their work, the employee will be provided with work in their classification, or other work, during the hours of their work schedule for that day. Similarly, when an employee reports for scheduled overtime work on other than their basic workdays and in

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condition to perform their work and if such work is not available, the employee will be paid a minimum of four (4) hours at straight time. All this shall not serve to modify the rights recognized to be in the Company as provided in Section 1 of Article II.

20. Employees required to report for work at a Company headquarters shall travel from Company headquarters to their work locations on Company time. If such employees are required to provide their own transportation from a Company headquarters to their work location, the employee will be reimbursed for the cost of such transportation.

Employees required to report directly to a work location within their working area shall travel to such work location on their own time and at their own expense.

21. During the regularly scheduled working day, there shall be a regularly scheduled meal period not to exceed one (1) hour, except for employees whose work requires them to be on duty eight (8) hours consecutively, in which case they shall eat at their work locations.
22. When an employee is required by the Company to delay their scheduled meal period for more than one (1) hour, the employee shall be paid a premium equal to one-half their straight time rate from the beginning of the employee's scheduled meal period until the employee is permitted a meal period, or until the end of their straight time hours, or until the employee has worked eight (8) continuous overtime hours from the beginning of an overtime period, whichever is sooner.

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23. (a) An employee who is required to work overtime shall be eligible for a meal or a meal money allowance:
1. After working two (2) hours immediately preceding or two (2) hours immediately following a basic workday. Overtime shall be considered to be immediately preceding or following a basic workday even though the employee has time out without pay for a meal; or
  2. After working ten (10) hours on a regular day off or on a holiday when the employee was given at least eight (8) hours advance notice that the employee was to work overtime on that day. The employee will not be eligible if the time worked is eight (8) hours but less than ten (10) hours. An employee working less than eight (8) hours of such overtime shall be covered by Paragraph (a) 3 of this Section; or
  3. If the overtime does not come under the provisions of Paragraphs (1) or (2) above but the time worked is two (2) hours or more and extends through or is recorded as ending at 12:30 a.m., 6:30 a.m., 12:30 p.m., or 6:30 p.m.
- (b) If the overtime continues, an employee shall be eligible for another meal or meal money allowance at the end of each subsequent five (5) hours of overtime worked after the employee is eligible for their first meal or meal money allowance.
- (c) If an employee is eligible for a meal or a meal money allowance and can be released

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for a meal, the employee shall be given an allowance of \$10.00 effective January 1, 2011, \$11.00 effective April 1, 2015, and \$12.00 effective April 1, 2017, and shall not eat on Company time. If the employee cannot be released from the job, the Company will give the employee a meal money allowance as outlined in the previous sentence or, when requested, will furnish a meal which shall be eaten on Company time.

**Suitable Meals.** The Company's (ComEd) approved meal amounts, when eating in an approved restaurant for overtime meals, will be the following: Breakfast \$12.55; Lunch \$12.55; and Dinner \$24.50.

- (d) The provisions of this Section shall not apply when the Company and the Union agree to overtime in connection with basic workdays in place of the employees working overtime on regular days off.
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.
- (a) Effective April 1, 2014, business conditions permitting, an employee may use up to four (4) existing floating holidays each year in half-day increments, provided the employee obtains prior approval from his / her supervisor.
  - (b) In the event there is a request(s) for a full-day of vacation/floating holiday by one (1) employee and a half-day floating holiday by another and the granting of both would

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conflict with management’s operational needs, the full-day request will take priority over the request for a half-day floating holiday.

- (c) Employees will provide reasonable advance notice in requesting a half-day floating holiday.
- (d) For those employees who work a modified schedule other than 8-hour/5-day work week, their floating holidays cannot exceed their 32 hour floating holiday allotment.

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:

<u>When</u>	<u>Eligibility</u>
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 Days
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 Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. Whenever one of these holidays falls on a Saturday or Sunday, it shall be observed as follows:

- (e) On the preceding day, Friday, for employees for whom the Saturday upon which the holiday occurs is a regular day off;

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- (f) On the following day, Monday, for employees for whom the Sunday upon which the holiday occurs is a regular day off;
- (g) On the Saturday or Sunday on which the holiday occurs for employees for whom such Saturday or Sunday is a basic workday;
- (h) On the preceding Thursday for employees for whom the Saturday upon which Christmas occurs is a regular day off; and
- (i) On the following Tuesday for employees for whom the Sunday upon which Christmas Eve occurs is a regular day off.

The provisions of this Section shall apply on the day observed by each employee rather than on the actual holiday, and shall not affect the Company's right to reschedule an employee's basic workweek.

When a holiday is observed on an employee's basic workday, the employee may be given the day off and shall be paid at their basic hourly rate of pay for their scheduled hours.

However, when an employee works on a holiday which is observed on one of the employee's basic workdays, the employee shall be paid at their basic hourly rate of pay for the day and, in addition, shall be paid on the following basis for any hours which, in accordance with the provisions of Section 3 of this Article, are allocated to the holiday:

- (j) Time and one-half for any hours worked during the employee's regular schedule for that basic workday.

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- (k) Double time for any hours worked outside of the employee's regular schedule for that basic workday.

When a holiday is observed on an employee's regular day off (Monday to Friday, inclusive), and the employee does not work, they shall be paid eight (8) hours of pay at the rate of time and one-half. However, if the employee works, they shall be paid, in addition, at the rate of time and one-half for the first eight (8) hours worked on their first regular day off, and double time rate for the first eight (8) hours worked on their second regular day off; double time will be paid thereafter for time worked on either regular day off which was allocated to the holiday.

**ARTICLE V  
Working Conditions**

1. The Company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the Union prior to being put into effect. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.

The Company and the Union will cooperate in the establishment of joint safety committees on a local basis. These committees will consist of an equal number of management appointed members and Union appointed members who will meet jointly at regularly scheduled intervals.

2. In the interest of safety, at the request of the employee involved, an employee may be accompanied by their Steward when the employee is called before a formal committee making an

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investigation of an accident. This shall not apply to immediate on-the-job investigations of an accident.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company will include a representative, designated by the Union, as an official member of the committee.

3. Regular employees shall not be required to do their work outdoors in rainy or inclement weather, except in the case of emergencies or in the performance of essential duties recognized as work necessary to return customers to service, safeguard the general public or to protect the integrity of the electrical system.
4. The Company will continue its present practices in furnishing such tools, safety devices, and other equipment as are presently being furnished. The Company will furnish such tools, safety devices, or other equipment for the sole use of an individual employee when it determines that this is required for protection of health, and the use of such equipment by the employee is not of limited or occasional character. Employees furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing tools and equipment furnished to employees.
5. When the Company requires an employee to be away from home overnight or longer, the Company shall provide necessary lodging and meals, and, if necessary, will advance the money therefor, and shall furnish the employee round-trip transportation plus travel time to and from their headquarters. The employee shall have the opportunity to return to their headquarters on days off and holidays not worked on the above basis.

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6. If the Company, in writing, requires an employee to have a higher type of telephone service than the employee now has, the Company will reimburse the employee for the additional cost of the higher type of service.
7. The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

It is the Company's objective to reduce the necessity for using outside contractors on work that is ordinarily and customarily done by our employees. Recognizing the Union's long-standing concern over the contracting out of work, management, where circumstances permit, will meet with designated Union representatives for the purpose of reviewing the various alternatives before deciding whether or not to contract out such work. Where time is a critical element in the job preventing a meeting from taking place, a designated Union representative will be notified regarding the need to contract out work.

Before deciding whether or not to contract such work, thorough consideration will be given to providing the opportunity for overtime to the work group involved either instead of or in conjunction with contracting. In addition, consideration will also be given to other alternatives to contracting which would permit greater utilization of Company employees, within the requirements of the work to be performed and other restraints such as the time within which the work must be completed.

The contracting of work shall not be construed for any purpose whatsoever as an abandonment by the Company of its right to have similar work done

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now or in the future by the Company's own employees.

8. Management shall not do work of employees included in the bargaining unit except in emergencies or for instruction or training. However, this provision will not change the manner in which training is presently being performed.
9. The Company will discuss with the appropriate Business Representative, at least sixty (60) days prior to implementation, any planned departmental reorganization or technological change affecting employees in the bargaining unit, changes in an existing job classification, or the establishment of a new classification.

Should this discussion result in disagreement, the issue in dispute may be subject to the grievance procedure as provided in Article VIII. The filing of any grievance shall not delay the implementation of the planned change. Any final determination, which affects wage rates, shall be retroactive to the date of implementation.

**ARTICLE VI**  
**Vacations-Leaves of Absence**

1. In each calendar year, all regular employees who were on the payroll at the close of the last day of the preceding calendar year, shall be entitled to vacations with pay in accordance with the provisions of this Article.
2. A regular employee will be granted a regular vacation of two (2) calendar weeks and one (1) extra basic workday of vacation after the employee has completed their first year of service. Thereafter, the employee will be allowed a regular vacation of two (2) calendar weeks in each

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calendar year and extra basic workdays of vacation in accordance with the following:

Calendar Year in Which an Employee Completes the Following Years of Service	<u>Days of Vacation Allowed</u>		
	<u>Regular</u>	<u>Extra</u>	<u>Total</u>
1 to 4 inclusive	10	1	11
5 to 10 inclusive	10	5	15
11 to 14 inclusive	10	7	17
15 to 19 inclusive	10	10	20
20	10	11	21
21	10	12	22
22	10	13	23
23	10	14	24
24	10	15	25
25 and over	10	20	30

In the calendar year in which an employee retires, the employee will be eligible for five (5) extra vacation days.

If an employee is permitted to split their regular or extra vacation, the employee shall be paid for the same number of working days as the employee would have received if the employee had taken their regular and extra vacation continuously.

3. In case a holiday is observed on any day during a full week of an employee's regular vacation, an additional day off with pay shall be allowed for each such holiday. The provisions of Section 24 of Article IV shall apply to all other holidays observed while an employee is on vacation.
4. Regular and extra vacation must be completed during the calendar year in which they are due. However, an employee will be allowed to carry over up to five (5) unused regular or extra vacation days into the following year. Any regular vacation days carried over to the following year will be converted to extra vacation days.

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If an employee is hospitalized for forty-eight (48) hours or more while on a scheduled vacation, the remainder of that vacation beginning with the date of hospitalization, may be rescheduled later in that calendar year upon proper notification to the Company.

Should such hospitalization occur during a December vacation which was approved in accordance with Section 6 of Article VI, and cannot be rescheduled in that calendar year, the employee will be permitted to reschedule a maximum of one (1) week of the remaining vacation provided such vacation is taken during the first two (2) months of the succeeding calendar year.

5. An employee will be paid at their basic hourly rate of pay for the employee's scheduled basic workdays during their regular and extra vacation.
6. Provided the conditions of work are such that the employee's services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, the regular and extra vacation shall be selected, in each work group, in accordance with service except that no extra vacation may be scheduled which would interfere with any employee's choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.

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Vacation schedules shall be posted on the appropriate bulletin boards not less than thirty (30) days in advance of the vacation period defined above.

7. For vacation purposes, a calendar week shall normally begin and end at midnight, Sunday night.
8. An employee's eligibility for vacation shall not be affected by a prolonged absence on account of illness, but only an employee on the active payroll may be given a vacation.

No extra time will be allowed because of illness during vacation, except as provided by Section 4 of this Article.

9. No unit of time less than one (1) day shall be counted as vacation time.
10. A regular employee who is retiring will be granted the option of the full unused vacation and unused floating holidays for which the employee is eligible during the current year before the employee is added to the Service Annuity Roll or to be paid for the same in a lump sum.
11. A regular employee, eligible for a vacation with pay, whose employment by the Company is terminated before the employee has the entire vacation to which the employee is eligible during the current calendar year, shall receive a vacation allowance equal to their basic hourly rate for the number of days for which the employee is eligible in excess of the number of days of vacation the employee has already taken during the current calendar year, and in the event of termination by death, such vacation allowance shall be paid to the beneficiary of the deceased employee's Group Life Insurance Policy.

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The vacation allowance provided in Article VI shall be reduced by any payment under similar or equivalent conditions by reason of any legislation or government orders providing for the payment of allowances to employees who leave the Company.

12. Upon proper notification, reasonable time off as required shall be granted to a regular employee in case of the death of the employee's father, mother, sister, brother, wife, husband, child, grandchild, grandmother, grandfather, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent-in-laws, step-parents, or step-children. Normally not more than three (3) days of such time off between the death and burial will be granted without loss of basic hourly rate of pay or scheduled vacation time.

In addition, this provision will apply to the death of domestic partners or the death of their eligible children as defined by Company medical benefit dependent purposes (criteria listed below\*) or for such partners who have registered their civil union with the State of Illinois or their state of residence.

\* An adult of the same or opposite sex who is at least 18 years of age and who:

- Shares a residence with you;
  - Is in a committed personal relationship with you and has no such relationship with any other person;
  - Is not related to you by blood in any manner that would prevent marriage; and
  - Is not legally married.
13. A regular employee will be paid at their basic hourly rate of pay while performing jury service during the employee's basic workweek, but such pay shall not be allowed more than once in each

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calendar year. All fees received for jury service will be retained by the employee.

While on jury service, an employee shall be assigned to work on the day shift from Monday to Friday, inclusive, and shall be at work during such working hours when not on jury duty.

14. A regular employee performing court service, other than jury service, under summons or subpoena will, upon notice to the Company, be paid at their basic hourly rate of pay for only the first day of such absence which occurs in the employee's basic workweek and will retain all court fees.
15. If a regular employee, upon notice to the Company, is absent during their basic workweek to serve as Judge or Clerk in a public election, under the jurisdiction of election officials, the employee will be paid the difference between their basic hourly rate of pay for that day and election pay, provided the former is the larger, and will retain all fees received.
16. A regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the Company, provided the conditions of work are such that the employee's service can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if an employee accepts employment elsewhere during such leave without consent of the Company, the employee shall be considered to have resigned.
17. The Company will provide two (2) weeks of paid parental leave for the adoption or birth of a child. This leave will be available for both mothers and fathers and will run concurrent with FMLA leave.

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18. Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company, be granted leaves of absence without pay for sufficient time for this purpose.

**ARTICLE VII**  
**Wages**

1. The wage rates for the period of this Agreement shall, subject to the provisions of Article IX, be those set forth in Exhibit A.
2. In all cases in which the scheduled maximum provided for in a given job classification in the attached Exhibit A is lower than the present rate of pay of an individual in that job classification, there shall be no reduction in the pay of the individual because of the adoption of the pay schedule.
3. When a qualified employee is temporarily assigned to and works in a job classification which is higher than their regular job classification, the employee shall be paid for that day at the minimum rate for the higher job classification, or at a rate based upon the employee's present rate plus eighty cents (\$.80) per day, whichever is greater. However, no adjustment will be made that would result in a rate higher than the schedule maximum of the job classification to which the employee is assigned.

A qualified employee who is temporarily assigned to, and works in, a management job classification, during their basic work day, will receive a pay upgrade equal to ten percent (10%) of their base pay for all hours (calculated on a daily basis) worked in the managerial job.

The management upgrade will be offered, first, to the most senior employee in the highest classification in the affected work group and will

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proceed to the most junior employee in that classification. If no volunteers, the canvass will proceed in the same manner to the next highest classification in the affected work group until a volunteer is secured.

Assignments of four (4) hours or more in one (1) day shall be considered a full day under this Section. No payment will be made for such temporary assignments if they amount to less than four (4) hours in one (1) day.

When promoting an employee who has had extensive upgrading over an extended period of time, consideration will be given, at the employee's request, to allowing time credit in the higher job classification not to exceed two (2) time steps.

4. An employee returning from a military leave of absence, who is reemployed in their former job classification, or a job classification which is not higher than the employee's former job classification, shall receive the rate of pay provided for in the then existing time steps of the job classification, taking into account the time credit which had accrued when the employee left for military service plus the period of the employee's absence because of military service.

**ARTICLE VIII**  
**Stewards-Grievances-Arbitration**

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 (1) 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.

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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 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.

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

Line Management Representatives:

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

Labor Relations/Human Resources:

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

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After discussion with the other party, the Company and Union shall identify their appropriate representatives at each location, site, or 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 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 does have the right to point out the existence of other facts or witnesses 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.

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- (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 Business Unit. A Joint Grievance Committee will be composed as follows:

Local Union Representatives:

- Two (2) Business Representatives

Line Management Representatives:

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

Labor Relations/Human Resources:

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

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The Step 2 meeting will be conducted 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 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

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Manager, Senior Assistant Business Manager,  
and Officers of Local Union 15.

Line Management Representatives:

- One (1) Executive Level Operational Manager representing the Business Unit in which the grievance originated. If titles change, the appropriate level will remain the same or higher.

Labor Relations/Human Resources:

- One (1) Labor Relations/Employee Relations Vice President or 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.

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**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 sixty (60) calendar days from the date of receipt by the Union of the Step 3 answer.

- (a) In the event that an information request has not been responded to, or otherwise complied with, within the aforementioned sixty (60) days, the Local Union and / or Company shall notify the alleged non-complying party in writing and specify how the party has not complied with the information request. In such event, the Local Union shall have fifteen (15) additional days to refer the matter to an impartial arbitrator.

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. 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 (1) 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

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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.

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 fifteen (15) arbitrators who are members of the National Academy of 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 (1) arbitrator is remaining and, upon selection of such arbitrator, shall promptly notify

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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 where the requested remedy would cost the Company under \$50,000 and the issue does not involve disciplinary action of more than five (5) 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. The parties agree to confer within ten (10) business

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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 (1) 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 \$50,000 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 (1) grievance may be submitted in each expedited arbitration proceeding.

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**Other Provisions**

Either the Company or Union representatives participating in the discussions outlined above 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 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. 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

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**ARTICLE IX**  
**Term of Agreement**

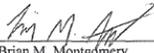
1. This Agreement, when signed by the proper officials of the Company and the Union and approved by the President of the Brotherhood, shall be effective as of October 1, 2013, for the employees on the payroll on or after October 1, 2013.
2. The term of this Agreement shall be from October 1, 2013, to and including September 30, 2019. This Agreement shall be considered renewed from term to term of one (1) year at its expiration date of September 30, 2019 and each subsequent September 30, unless a written notice of desire to amend or terminate the Agreement is given by the Union or by the Company at least sixty (60) days before the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The parties agree to commence negotiations on any proposed amendments not less than forty (40) days before the end of the then current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the term of the Agreement shall automatically be extended so long as negotiations are in progress. Changes in the Agreement can be made at any time by mutual consent.

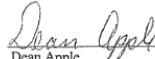
IX

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

For Commonwealth Edison and  
The Exelon Business Services Company

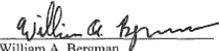
For IBEW Local 15

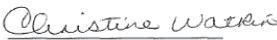
  
Brian M. Montgomery  
Vice President  
Employee and Labor Relations

  
Dean Apple  
President & Business Manager /  
Financial Secretary

  
Susie Kutansky  
Director  
Labor Relations

  
Terry McGoldrick  
Vice President  
& Senior Assistant Business Manager

  
William A. Bergman  
Vice President  
Employee Benefit Plans & Programs

  
Christine Watkins  
Recording Secretary

