

P.O. Box 767
Chicago, IL 60690-0767



April 28, 1997

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

Dear Mr. Joyce,

The Seniority Letter of Agreement dated February 19, 1996, includes a provision establishing system-wide seniority for employees in clerical job classifications for an initial twelve (12) month period. As you know, resolution of this issue was extremely difficult due to the union's interest in the on-going expansion of promotional opportunities which caused management, taking into consideration the high number of clerical job classifications, to be concerned about the experience level and stability of the work force.

Article III, Section F of the letter referred to above, included the commitment by the company and the union to enter into "good faith" negotiations as soon as practicable in 1996 to resolve issues which impact clerical employees' movement and flexibility.

Ongoing discussions since October 30, 1996 have resulted in this Agreement. The provisions contained in this Agreement supersede all previous offers or proposals from the company related to these discussions. Other applicable provisions of the Collective Bargaining Agreement shall continue in full force and effect unless specifically changed by this Agreement.

I. System wide Seniority

- A. The Company and the Union have resolved several important issues impacting clerical promotional opportunities including bracketing of job classifications by functions and competencies, and other associated issues.
- B. This Letter of Agreement dated April 28, 1997 meets the requirements necessary to allow for the continuation of system wide promotional opportunities for employees in clerical job classifications, as modified herein, after the initial twelve (12) month period as described in Article III of the Letter of Agreement dated February 19, 1996.

A Unicom Company

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II. Job Titles Established/Abolished

<u>A. Establish</u>	<u>Min</u>	<u>Max</u>
1. Entry Clerk (General Office)	\$8.00	\$13.44
2. Bracket I, Clerical	\$8.00	\$15.35
3. Bracket II, Clerical	\$8.00	\$16.51

<u>B(1). Abolish</u> (Outside)	<u>Transfer to:</u>
1. Junior Clerk	Bracket I, Clerical
2. Clerk	Bracket I, Clerical
3. Cashier	Bracket I, Clerical
4. General Clerk III	Bracket I, Clerical
5. Scope Operator	Bracket I, Clerical
6. Telephone Operator	Bracket I, Clerical
7. Terminal Entry Clerk	Bracket I, Clerical
8. Word Processing Typist	Bracket I, Clerical
9. General Clerk II	Bracket I, Clerical
10. Customer Office Clerk	Bracket I, Clerical

<u>B(2). Abolish</u> (Outside)	<u>Transfer to:</u>
1. Clerk, Grade BB Stenographic	Bracket II, Clerical
2. Clerk A Stenographic/Secretarial	Bracket II, Clerical

<u>C. Abolish</u> (Inside)	<u>Transfer to:</u>
1. Company Mail Clerk (Mail Services) (Treasury)	Entry Clerk
2. Clerk III (all)	Entry Clerk
3. Clerk I (all)	Entry Clerk
4. Customer Office Clerk, Junior Grade (Commercial Departments)	Entry Clerk
5. Mail Record Clerk (Mail Services)	Entry Clerk
6. General Clerk III (Treasury) (Transmission Systems V.P.)	Entry Clerk
7. Company Mail Clerk, Senior Grade (Mail Services)	Entry Clerk
8. File Records Clerk (Real Estate)	Entry Clerk
9. General Clerk II (Treasury)	Entry Clerk
10. Operator, Duplicating Machines (Correspondence)	Entry Clerk
11. Clerk Grade C Duplicating Machines (Correspondence)	Entry Clerk

<u>D.(1) Abolish</u> (Inside)	<u>Transfer to:</u>
1. Clerk, Grade B (all)	Bracket I, Clerical
2. Sales Clerk (Commercial Departments)	Bracket I, Clerical
3. Telephone Operator	Bracket I, Clerical
4. Scope Operator (all)	Bracket I, Clerical
5. Service Center Clerk (Commercial Departments)	Bracket I, Clerical
6. Word Processing Typist (all)	Bracket I, Clerical
7. Clerk, Grade BB (all)	Bracket I, Clerical
8. Plant Records Clerk (Plant Accounting)	Bracket I, Clerical
9. Tabulation Typist (all)	Bracket I, Clerical
10. Customer Office Clerk (Commercial Departments)	Bracket I, Clerical
11. Teller (Commercial Departments)	Bracket I, Clerical
12. General Clerk III (Corporate Accounting) (Central Drawing)	Bracket I, Clerical
13. General Clerk II (Data Processing) (Transmission Design) (Transmission Rel/Standards) (Corporate Warehouse) (Distribution Administration)	Bracket I, Clerical
14. Clerk Grade C (Correspondence)	Bracket I, Clerical

<u>D(2). Abolish</u> (Inside)	
1. Clerk, Grade A Steno-Secretarial (all)	Bracket II, Clerical
2. Clerk, Grade AA Steno-Secretarial (all)	Bracket II, Clerical
3. Clerk BB, Typing, Secretarial (all)	Bracket II, Clerical
4. Clerk BB, Stenographic, Secretarial (all)	Bracket II, Clerical
5. Clerk CC, Stenographic (all)	Bracket II, Clerical

<u>D(3). Transfer</u> (Inside)	
1. Operator, Senior Grade, Duplicating Machine	Listed Group

III. Staffing

- A. Establish
1. The job specifications associated with the job titles established in Paragraph II, Section A, are contained in this Agreement (see Attachments I, II, and III). The attached established job specifications imply basic skills and competencies required of each individual employee. Those requirements shall not exceed the scope of work currently performed in each of the respective departments. The Company recognized that certain incumbent employees may not immediately

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possess all of the basic skills and competencies and that the Company shall make every effort in providing opportunities for those employees to gain the required skills.

2. Both parties shall adhere to the intent in the consolidation of job specifications which, as shown cross referenced in Paragraph II, Sections A-D(2), shows each job specification and department to the corresponding new established specification.
 3. The time and rate schedules for the respective job specifications are in accordance with the revised Schedule A of the Collective Bargaining Agreement (see Attachment IV, Revised Exhibit A).
 4. Within one month of the notice of the ratification of this Letter of Agreement the Company will begin the process to fill Bracket II, Clerical positions within Nuclear Operations in accordance with the promotions to Bracket II, Clerical. (See Attachment VIII.) The timing and releaseability of promoted employees to Nuclear locations will be controlled to prevent increases in overall staffing levels at the various locations. It is further understood that Company and Union representatives shall work together in placing affected employees into their new assignments in a timely fashion.
 5. Local Management and Representatives of Local Union 15 will meet to determine the appropriate number of incumbent employees at the site(s) to be upgraded through this interim transitional process.
 6. Qualified employees promoting to Bracket I, Clerical and Bracket II, Clerical classifications, shall be paid at the minimum rate for the higher job classification, or at a rate based upon the employees present rate plus eighty cents (\$.80) per day, whichever is greater.
- B. Outside
1. Incumbent employees currently in the abolished job classifications in Paragraph II, Section B(1) will have their job classification revised to Bracket I, Clerical. Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.
 2. Incumbent employees currently in the abolished job classification (Clerk, Grade BB, Stenographic) in Paragraph II, Section B(2) will have their job classification revised to Bracket II, Clerical.

Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.

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3. Employees who currently hold the title of Clerk Grade A, Stenographic, Secretarial shall retain their classification on a live out basis. Any future general increases will be based upon the employees current classification.

Future positions to be filled, as determined by management, shall be filled at the Bracket II, Clerical job classification.

4. Current employees performing work in the Clerk job classification and such future employees who do not meet the minimum qualifications of the new Bracket I, Clerical job classification will maintain their current rate of pay with annual graduated rate reduction, if applicable. Employees below the maximum rate of pay of the new Bracket I, Clerical job classification will not progress above their current protected rate until such time as they meet the minimum qualifications of that position. Any future general increases will be based upon the Bracket I, Clerical classification.

C. Inside

1. Incumbent employees currently in the abolished job classifications in Paragraph II, Section C, will have their job classification revised to Entry Clerk. Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.
2. Current employees performing work in the Company Mail Clerk job classification who do not meet the minimum qualifications of the new Entry Clerk job classification will have their current rate of pay frozen. These employees will not progress to the maximum rate of pay of the new Entry Clerk job classification until such time as they meet the minimum qualifications of that position. Any future general increases will be based upon the Entry Clerk classification.
3. Incumbent employees currently in the abolished job classifications in Paragraph II, Section D(1) will have their job classification revised to Bracket I, Clerical.

Affected employees shall maintain their current wage rates and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this Agreement.
4. Incumbent employees currently in the abolished job classifications Clerk CC, Stenographic; Clerk Grade BB, Stenographic; Clerk Grade BB, Typing, Secretarial in Paragraph II, Section D(2) will have their job classification revised to Bracket II, Clerical.

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Affected employees shall maintain their current wage rate and progress, if applicable, according to the revised Exhibit A rate schedule (Attachment IV) of this agreement.

5. Employees who currently hold the titles of Clerk Grade A, Stenographic, Secretarial; and Clerk Grade AA, Stenographic, Secretarial shall retain their classifications on a live out basis. Any future general increases will be based upon the employees current classification.

Future positions to be filled, as determined by management, shall be filled at the Bracket II, Clerical job classification.

D. Other Provisions

1. Employees in the Entry Clerk; Bracket I, Clerical; and Bracket II, Clerical job classifications are expected to perform the entire range of functions encompassed in the appropriate abolished job classifications in Paragraph II, Sections B(1)(2), C, and D(1)(2) as outlined in the revised job specifications of Entry Clerk; Bracket I, Clerical; and Bracket II, Clerical.
2. Stenographic positions in Bracket II, Clerical shall receive an additional additive in the amount of sixty cents (\$.60) for all hours worked including overtime. Future revisions will be based on the applicable percentage base wage increase applied to the additive amount rounded to the nearest whole cent.
3. Employees currently in stenographic positions and who exceed the maximum rate of the revised Bracket II, Clerical, shall receive no additional compensation, including the additional stenographic additive.
4. Future opportunities to group job functions into higher level brackets to further gain flexibility and improve work processes will be discussed in each respective business unit as part of the continuous bargaining process designed to enhance productivity.
5. Any of the affected job classifications in the current Collective Bargaining Agreement found to be inadvertently omitted from this agreement, the Company shall discuss the impact on those positions with representatives of Local 15. Both parties shall live up to the intent of the proposed seniority concepts on those positions as they apply to this agreement.
6. Part time in the new Entry Clerk job classification shall be in accordance with the provision of the Memorandum of Agreement dated February 19, 1996 and the Part Time Agreement dated March 18, 1993.

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Part time staffing will be limited to a maximum of fifteen percent (15%) of a department except as noted in paragraph B of the Supplemental Agreement for Clerical Part Time Employees dated February 19, 1996.

7. Part time outside the General Office, shall only apply at the Bracket II, Clerical level in the former job position of the Clerk Grade BB, Stenographic job classification in the Power House. (Refer to Exhibit A, Attachment IV.) The Company and Local Union 15 Representatives agree to meet subsequent to ratification of this agreement to discuss the utilization of part time as a subject for continuous bargaining.

E. Lateral Transfers

1. Employees at the GCI level and above will have the opportunity to lateral transfer on a like for like basis (i.e. Operating Clerk III to Operating Clerk III) to vacancies in the same job classification in other geographic locations.
2. Geographic locations shall be defined as all current reporting locations with the following representing the same location:
 - Oak Creek/Oak Brook
 - Technical Center/Maywood
 - Joliet Office/Corporate Computer Center
 - Glenbard Office/Bulk Power Operations
 - All General Office Locations (Loop Area)
 - Downers Grove ETWII/ETWIII
3. Employees listed below are eligible for consideration for transfer to other than the identical job classification as follows:
 - Accounting Analysis Clerk
 - Accounting Analyst Senior Grade
 - Industrial Accounting Clerk
 - Plant Analyst Senior Grade
 - Financial Statements Clerk
 - Accounting Clerk I
 - Financial Clerk I
 - Liability Representative
 - Photographer Field
 - Principle Clerk Commercial
4. Employees identified above will be eligible for transfer opportunities into the following job classifications:
 - Console Operator
 - Commercial Clerk I
 - Documents Control Clerk
 - General Service Representative
 - Operating Clerk I

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The application of this provision will be contingent upon and consistent with the appropriate right of selectivity associated with the job classifications contained in this section.

Employees transferring from a job classification with a higher maximum rate of pay to a job classification with a lower maximum rate of pay shall have their rate of pay adjusted to the appropriate level as determined by the time and rate schedule of the job into which the employee accepts a transfer.

5. Eligible employees may request a lateral transfer in accordance with the "Procedures and Ground Rules for Clerical Lateral Transfers" dated April 28, 1997 (see Attachment V).

F. Demotions

1. Demotions will be allowed for employees (full and part time) in the job classifications as follows:
 - Customer Service Representative
 - Bill Adjustment Clerk
 - Commercial Credit Clerk
 - Commercial Accounts Clerk
 - Customer Credit Representative
2. Eligible employees may request a demotion in accordance with the "Procedures and Ground Rules for Clerical Demotions" dated April 28, 1997 (see Attachment VI).

G. Promotions

1. Promotions shall be in accordance with the revised "Procedures and Ground Rules for Clerical Employees" dated April 28, 1997 (see Attachment VII).
2. Lines of promotion and demotion will be revised in Exhibit B of the Collective Bargaining Agreement to reflect the provisions contained in this agreement. Future printing of the new amalgamated Collective Bargaining Agreement shall reflect the revised Exhibit B.

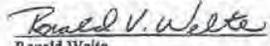
The provisions contained in this letter will be effective upon ratification of this Agreement. It is expected this letter will bring our current discussion to a mutually satisfactory conclusion.

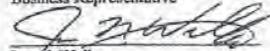
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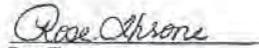
The undersigned have agreed to present this Agreement related to Clerical Bracketing, dated April 28, 1997, with recommendation to the membership for its ratification:

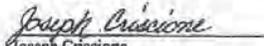
For Local 15, I.B.E.W.:

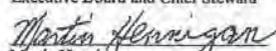
Robert A. Joyce
Senior Assistant Business Manager

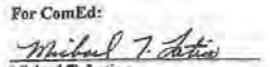

Ronald Welte
Business Representative

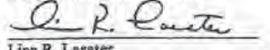

Joseph Walker
Business Representative

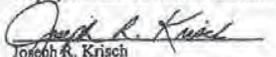

Rose Throne
Chief Steward

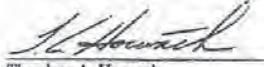

Joseph Criscione
Executive Board and Chief Steward

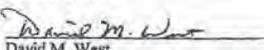

Martin Hennigan
Chief Steward

For ComEd:

Michael T. Latino
Director of Labor Relations


Linn R. Lasater
Employee Relations Services Director


Joseph R. Krisch
Commercial


Theodore A. Horwath
General Office


David M. West
Fossil


Frank H. Woodin
Nuclear

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Attachment I
General Office

ENTRY CLERK

Duties:

Under direct supervision to perform general clerical work; to answer telephones and to operate duplicating machines; to distribute incoming and prepare outgoing material for mailing; and to perform other related work as assigned. Typical examples of the duties are:

1. To maintain files and filing systems in accordance with departmental policies and procedures.
2. To operate copier and/or other office machines.
3. To conduct limited research of records.
4. To microfilm records.
5. To collect, open, sort and route incoming mail.
6. To locate and retrieve easily identifiable materials from files as directed.

QUALIFICATIONS:

1. Education equivalent to graduation from high school.
2. Successful completion of validated aptitude test.

IMMEDIATE SUPERVISOR:

Supervisor

April 28, 1997

0313.doo@rdg

Attachment II

BRACKET I - CLERICAL

Duties:

Under direct supervision, to enter data from such documents as forms, orders, procedures, reports, tabulations, labels, drawings and correspondence and to sort and extract data using computer technology; to verify scanned text images or the prepared copy with original material and refer errors as necessary to others for investigation and correction; to transmit data electronically; to store and index information on computer storage media, to make revisions to previously typed copy; to perform general clerical and other typing/input work, and to perform related work as assigned. Typical examples of the duties are:

1. To set up the equipment to perform routine functions and basic applications.
2. To assemble materials and follow standard or supplied instructions to type documents, and verify scanned text images, and to make any required corrections using enhancement software via, keyboard, mouse or other applicable device.
3. To maintain a current filing system of formats, standard statements, and repetitive documents.
4. To perform a variety of simple clerical duties related to documents, such as filing, preparing mailings, photocopying, and/or record keeping.
5. To sort and code incoming documents according to a prescribed breakdown and classification system.
6. To file materials in folders or other containers in accordance with standard procedures.
7. To locate files and withdraw material or information as requested.
8. To order and maintain office supplies.
9. To keep records of material removed from files, date-stamp materials, type labels, or perform other clerical duties required to maintain or service files.

QUALIFICATIONS:

1. Education equivalent to graduation from high school.
2. Successful completion of validated skills and aptitude tests.

IMMEDIATE SUPERVISOR:

Supervisor

April 28, 1997
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Attachment III

BRACKET II-CLERICAL

Duties:

To enter data from such documents as forms, orders, procedures, reports, tabulations, labels and correspondence and to sort and extract data using computer technology; to verify the prepared copy with original material and identify and correct minor errors that do not require extensive investigation; to transmit data electronically; to store and index information on computer storage media, to make revisions to previously typed copy; to perform general clerical and other typing/input work, and to perform related work as assigned. Typical examples of the duties are:

1. To set up the equipment and to perform detailed functions and basic applications.
2. To assemble materials and follow standard or supplied instructions to type documents.
3. To maintain a current filing system of formats, standard statements, and repetitive documents, and to be knowledgeable and familiar with those systems.
4. To create reports, spread sheets, presentations and organization charts.
5. To arrange and schedule meetings and appointments, set up conference calls, and to arrange for travel and hotel accommodations.
6. To perform a variety of detailed clerical duties related to documents, such as filing, preparing mailings, photocopying, and/or record keeping.
7. To sort and code incoming documents according to a prescribed breakdown and classification system.
8. To file materials in folders or other containers in accordance with standard procedures, and to be able to provide information regarding those files.
9. To locate files and withdraw material or information as requested.
10. To search files for hard-to-find materials, investigate and take corrective action where required.
11. To keep records of material removed from files, date-stamp materials, type labels, or perform other clerical duties required to maintain or service files.

Qualifications:

1. Education equivalent to graduation from high school.
2. Successful completion of validated skills and aptitude tests.

Immediate Supervisor:

Supervisor

April 28, 1997

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Attachment V

Procedure and Ground Rules for Clerical Lateral Transfers

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

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a lateral transfer after completing three (3) years of actual experience within a job classification as identified in the Letter of Agreement dated April 28, 1997 as qualifying for lateral transfers.

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

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

April 28, 1997

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Also Reference Procedure and Ground Rules
for Clerical Promotions Dated 2-19-96 AND the
Clerical Demotion and Lateral Agreement Dated
1-6-12 AND Procedure and Ground Rules for
Clerical Job Calls Dated 4-29-14

Attachment VI

Procedure and Ground Rules for Clerical Voluntary Demotions

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

The Company will provide information on openings through available means including computerized bulletin board announcements, CETV, ComEd Currents and other electronic and printed communication mediums as may be appropriate.

Eligible employees may request a voluntary demotion after completing the required length of service as follows:

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

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

1. Eligible employees requesting a voluntary demotion shall be considered based on their promotional seniority date with other employees who are requesting consideration for the position by promotion or lateral transfer.
2. An employee must meet the qualifications of the position and in the event the employee is unable to perform the new job duties within the first ninety (90) days, the employee will be placed as excess back to their previous location.
3. Employees demoting from a job classification with a higher maximum rate of pay to a job classification with a lower maximum rate of pay shall have their rate of pay adjusted to the appropriate level as determined by the time and rate schedule of the job into which the employee accepts a transfer.

April 28, 1997

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Also Reference Procedure and Ground Rules for Clerical Promotions Dated 2-19-96 AND the Clerical Demotion and Lateral Agreement Dated 1-6-12 AND Procedure and Ground Rules for Clerical Job Calls Dated 4-29-14