

# Collective Bargaining Agreement

Between

**POTOMAC ELECTRIC POWER COMPANY  
AND  
PHI SERVICE COMPANY**

And

**LOCAL UNION 1900  
International Brotherhood  
of Electrical Workers**

**June 6, 2022 to June 8, 2025**



**pepco**<sup>SM</sup>

AN EXELON COMPANY

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT IS MADE BY AND BETWEEN POTOMAC ELECTRIC POWER COMPANY AND PHI SERVICE COMPANY (HEREINAFTER REFERRED TO AS THE "COMPANY") AND LOCAL UNION #1900 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (HEREINAFTER REFERRED TO AS THE "UNION"). THE PARTIES DO HEREBY AGREE AS FOLLOWS:

### ARTICLE 1 MANAGEMENT

**Section 1.01.** By reason of the nature of the business of the Company it is essential, and is therefore agreed, that the management of the Company, the supervision and control of all operations and the direction of the working forces, including, but not limited to, the right to hire, suspend, furlough, discipline, discharge for cause, promote, demote, or transfer employees, and the right to operate the Company, shall be vested in, and reserved to, the Company, except as herein limited.

### ARTICLE 2 BARGAINING UNIT

**Section 2.01.** The Union is recognized as the sole collective bargaining agent for the bargaining unit, which is composed of all employees of the Company in all Pepco and heritage Pepco bargaining unit classifications at all work locations, regardless of the method of pay, excluding only confidential employees, security employees (guards), and professional, supervisory and management employees. Pepco heritage bargaining unit classifications are those bargaining unit classifications in PHI Service Company that were formerly in Pepco on the date immediately preceding the merger of Pepco and Conectiv (July 31, 2002).

**Section 2.02.** Regular employees are employees whose employment is reasonably expected to be permanent at the time they are employed, and it is contemplated that they will work in each calendar week a normal workweek.

**Section 2.03.** Temporary employees are employees whose employment is with the definite understanding that the employment is not of a permanent nature, but it is contemplated that they will work a normal workweek while employed. The Company will inform the Union of the employment and assigned Department of such employees and the expected duration of their employment. If employed for 18 continuous months as a temporary employee, the Company will advise the Union if the Company plans to continue to utilize the employee on a temporary basis or if the Company plans to hire them as a regular employee.

**Section 2.04.** Whenever the terms "employee" or "employees" are used in this Agreement, they shall refer only to employees in the bargaining unit as identified herein unless specifically stated otherwise.

**Section 2.05.** Casual employees are employees who are employed to work part-time of less than a normal workday or a normal workweek. They may be assigned to bargaining unit work but are not in the bargaining unit or subject to this Agreement. These employees will not in any instance deprive qualified regular employees of overtime work. The Company will inform the Union of the employment and assigned Departments of such employees.

**Section 2.06.** Any existing bargaining unit job moved from bargaining unit to non-bargaining unit will be negotiated with the Union by the Company.

**Section 2.07.** The Union and the Company shall keep each other informed as to the individuals authorized to act in Union-Management relationships.

**Section 2.08.** It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, national origin, ethnicity, age, gender, disability, sexual orientation, veteran status or other condition protected by law.

**Section 2.09.** The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

### **ARTICLE 3 UNION MEMBERSHIP AND DUES DEDUCTION**

**Section 3.01.** It is agreed that upon completion of one (1) month of continuous service employees in bargaining unit positions shall, as a condition of employment, arrange to either:

- (a) Become a member of the Union and maintain membership in the Union in good standing in accordance with its Constitution and Bylaws; or
- (b) In the case of an employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, tender sums equal to the dues and initiation fees of the Union to a non-religious non-labor organization charitable fund exempt from taxation under Section 5.01(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following three funds:

Washington Hospital Center Regional Skin Bank  
(IRS-ID#53-0239275)

American Cancer Society  
(IRS-ID#52-0591532)

American Heart Association  
(IRS-ID#53-0213318)

If such employee who holds conscientious objections pursuant to this provision requests the Union to use the grievance-arbitration procedure on his or her behalf, the Union has the right, in accordance with Section 19 of the National Labor Relations Act, as amended, to charge the employee for the reasonable cost, which shall be determined by the Union, for using such procedures.

- (c) No provision of subparagraph (a) shall apply in any state to the extent that it is prohibited by state law.

**Section 3.02.** The Union will, on such terms and conditions as are generally applicable to other members accept into membership all employees in the bargaining unit.

**Section 3.03.** All present, new and rehired employees who are in bargaining unit positions, upon completion of the above stated time period shall, as a condition of employment, tender the initiation fees and standard dues uniformly required as a condition of acquiring and retaining membership in the Union, except as provided for in Section 3.01(b) above. It is agreed that the Union shall notify the Company in writing when any bargaining unit employee has become delinquent in tendering either the standard dues or initiation fees uniformly required as provided for in Section 3.01(a) above or the equivalent sums as provided for in Section 3.01(b) above, and the Company shall thereupon notify the employee that, unless he/she tenders to the Union the delinquent dues or initiation fees or their equivalent within 30 days, his/her employment by the Company shall be terminated. The Union agrees that it will not require the Company to discharge any such employee for any reason other than failure of the employee to tender such fees and/or dues uniformly required as a condition of acquiring or retaining membership in the Union, or as required under Section 3.01(b) above.

**Section 3.04.** The Company agrees to deduct all such dues and fees, or their equivalent from the pay of each employee who provides to the Union a properly executed written document authorizing the Company to make such deductions. Deductions will commence in the month following the date union membership or equivalent fee payment is required as set forth above, and the Company will continue to make such deductions each pay period while the authorization remains in effect. The sums so collected shall be paid by the Company to the Financial Secretary of the Union. The Union shall notify the Company in writing [identify person and means of communication] if any employee fails to provide the Union with a written authorization for dues deductions on or before the date dues deductions are to commence. The Union further shall notify the Company of any withdrawal, cancellation, revocation or modification to any written authorization by any employee. The Union also shall notify the Company in writing of any changes in said fees and/or dues, or their equivalent. In no case shall the Company collect and/or pay over to the Union any sums in excess of those authorized by an employee.

**Section 3.05.** Notwithstanding anything to the contrary contained herein or in any such written authorization, the Company may, in its discretion, cease to deduct and pay over in accordance with any such written authorization from and after the date on which the grantor of such authorization ceases to occupy a position included in the bargaining unit.

**Section 3.06.** The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of Union membership dues, and/or fees, or their equivalent, as herein above defined or as a result of discharge of an employee for failure to pay such dues and/or fees, or their equivalent. In addition, to the extent allowed by law, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

**Section 3.07.** Nothing contained in this Article, or in this Agreement, shall be construed as to require the Employer to violate any applicable law, State or Federal, including, but not by way of limitation, the National Labor Relations Act, the Labor Management Relations Act of 1947, as amended or the Labor Management Reporting and Disclosure Act of 1959, as amended.

**Section 3.08.** In order to facilitate voluntary contributions to the IBEW Committee on Political Education (COPE), the Company agrees to deduct a specified dollar amount from the pay of each employee for whom it receives a lawful written authorization, provided the salary,

wages or sickness benefit payments due the employee for a payroll period are sufficient to permit such deduction. The Company will continue to make such deductions while the authorization remains in effect or until the employee ceases to occupy a position included in the bargaining unit.

- (a) The sums so collected shall be paid by the Company to the Financial Secretary of the Union. The Union shall notify the Company in writing of any changes of the deduction amounts authorized, but in no case shall the Company collect and/or pay over to the Union any sums in excess of those authorized.
- (b) All written authorizations, and all withdrawals, cancellations and modifications thereof, shall be valid and effective, notwithstanding anything to the contrary contained therein or herein, only if transmitted to the Company through the Financial Secretary of the Union.
- (c) As required by law, the Union shall reimburse the Company for the full cost of implementation and continued administration of the payroll deduction system for IBEW COPE.
- (d) The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions of IBEW COPE contributions.

#### **ARTICLE 4 UNION BUSINESS**

**Section 4.01.** Upon proper request as hereinafter set forth, Union Officers, Chief Stewards, and Stewards shall be excused from duty in order to attend to Union business.

- (a) Request for time off for Union business shall be made to the Department Head or Supervisor as early as possible in advance and permission obtained before leaving. The Supervisor will grant permission except in cases of emergency when any one of the above named cannot be spared.
- (b) Excused persons (named above) shall report back to their supervisors immediately upon return to duty.
- (c) Time off for the purpose of attending to Union business shall be limited to short periods of time. Protracted absences must be taken up specially in accordance with Article 14, Section 14.10.
- (d) Any other member of the Union whose services are required in connection with Union business shall be excused from duty for up to one day upon request of the President of the Union (or his/her designated representative) to the member's Supervisor or Department Head under the same conditions as listed above.

**Section 4.02.** In order to investigate alleged grievances, a Union Officer, Chief Steward or Steward shall be permitted to visit employees at work or observe working conditions. On such occasions, the person shall first see the Department Head, who will make such arrangements as may be necessary, provided there is no undue interference with work in progress. Upon being granted permission to enter the property, the Union Officer, Chief Steward or Steward will conform to all Company regulations.

**Section 4.03.** Union Officers, Chief Stewards or Stewards or any other Union representatives shall not engage in Union activities on Company time or property except as provided in Section 4.01 of this Article or in Articles 16, 17 or 18.

**Section 4.04.** The Company's compensation procedure with respect to time off for employees relative to Union business shall be as follows:

- (a) Under Step 1 of Article 17 of this Agreement, the Company will compensate the grievant and the Steward for hours spent in discussion meetings with Company representatives. If such meetings take place outside the grievant's regular working hours or extend beyond the grievant's regular working hours, then such time shall be compensated at the straight time rate.
- (b) For Step 2 meetings under Article 17, the Company agrees to compensate the grievant, the Steward and/or the Chief Steward on the same basis as Section 4.04(a) above.
- (c) For Step 3 meetings under Article 17, the Company agrees to compensate the grievant, the Steward and/or the Chief Steward on the same basis as Section 4.04(a) above.
- (d) The Company will not compensate any Union members for time spent in arbitration hearings meetings.
- (e) No person who is a full-time employee of the Union shall receive any compensation from the Company for any meetings held in connection with this Agreement.
- (f) For meetings scheduled under the terms of Article 16 of this Agreement, the Company will compensate the Steward for time in such meetings within the guidelines of Section 4.04(a) above.
- (g) Union members who are requested by the Company or OSHA or who are required under State or Federal regulations to attend, assist, or accompany OSHA tours or OSHA meetings will be compensated for hours spent during their regularly scheduled working hours. Time spent where Union members have requested voluntary involvement shall not be compensated by the Company.
- (h) Up to five (5) members of the Union, who are Company Employees (excluding full-time Union representatives), shall be granted time off without loss of base pay to participate in Contract Negotiations between the Company and Local 1900. Accordingly, the Company shall continue to pay such employees their basic wage rates beginning upon an agreed time frame by both parties, not to exceed seven weeks (such payments shall terminate sooner if the parties reach agreement and the Union obtains ratification). Such employees will be paid as if they worked a regular workday and a regular five-day workweek. They will not be reimbursed for any lost overtime. Nor will they be paid if the parties negotiate on a weekend or a holiday (they will, however, be eligible for a holiday allowance for Memorial Day).
- (i) The Union will make a reasonable effort to minimize the need for Stewards to handle grievances outside their Department or regular work location.

## **ARTICLE 5 PAY PROGRESSION, WORK ASSIGNMENTS, AND JOB CLASSIFICATIONS**

**Section 5.01.** Wages and salaries shall be paid in accordance with the Standard Wage Classification (identified as Annex A of this Agreement).

**Section 5.02.** Progression periods for advancement from the minimum rate to the maximum rate indicated for the various positions included in the bargaining unit shall be on a time and merit basis. Employees receiving less than the maximum rate shall be considered for advancement to the next step rate at the time intervals prescribed in the Standard Wage Classification until they reach the maximum rate of the Pay Grade to which their classification is assigned. Dates for consideration for advancement shall be known as consideration dates. When the employee's ability and general performance record have been satisfactory since his/her last consideration date, he/she shall be advanced to the next step rate. Employees who are to be denied advancement to the next step rate shall be notified in writing of that fact, and the reasons therefore, at least one week prior to their consideration dates, unless absence from work precludes such notice. In such case, the employee shall be given written notice upon return to work.

**Section 5.03.** Employees not at work for a period of time in excess of 31 consecutive calendar days shall have their consideration dates postponed until they have worked the full period required by the Standard Wage Classification. This shall not apply to employees absent due to an injury incurred in line of duty or because of jury duty or vacation; or to employees absent because they are reservists or National Guard called to active duty for annual military training or temporary active duty by the declaration of an emergency by a state governor or the Mayor of the District of Columbia.

**Section 5.04.** Changes in pay rates shall become effective on the first day of the payroll period nearest the consideration date.

- (a) An employee whose classification is changed to one in a higher Pay Grade shall receive an increase in pay that is more than the largest increase between the step rates of his/her former Pay Grade.
- (b) Except as provided in Subsection (c) below, an employee whose classification is changed to one in a lower Pay Grade shall enter the new Pay Grade at the first step; if, during the first consideration period, the employee demonstrates that he/she is qualified to be in a higher step in the Pay Grade than the step for which he/she is being considered at his/her consideration date, he/she shall be moved to the highest step for which he/she is deemed qualified.
- (c) An employee whose classification is changed to one in a lower Pay Grade within the same Occupational Group or another Occupational Group whose work is like or similar to the work of the Occupational Group from which the employee came shall enter the new Pay Grade at the highest step which is not greater than his/her former rate of pay. During his/her first consideration period (or within six (6) months, if at the top step), the employee must demonstrate satisfactorily through his/her general work performance that he/she is qualified for that rate. If the employee's performance does not demonstrate such qualification, he/she shall be notified, in writing, of the fact, the reasons therefore, and the step rate in which he/she is to be placed, at least one (1) week before the consideration



date unless absence from work precludes such notice, in which case the employee shall be given written notice upon return to work.

- (d) In order to determine which is the higher Pay Grade in the case of a change between weekly and hourly Pay Grades, the weekly equivalent of the top step of the hourly rate shall be compared to the top step of the weekly rate.
- (e) An employee whose classification is changed to a classification which is 2 or more Pay Grades below his/her present Pay Grade, the provisions of Section (c) above shall apply.

**Section 5.05.** The Company agrees that all regular employees will receive a full day's employment each basic scheduled workday of their basic scheduled workweek provided they report for work in accordance with their assigned basic work schedules and the terms and conditions of this Agreement and are in condition to perform their work.

**Section 5.06.** It is understood and agreed that a full day's employment is defined as the basic schedule only and includes no hours of overtime. It is further agreed that this basic schedule will not be considered as changed by the addition of overtime hours immediately preceding and/or immediately following the basic schedule.

**Section 5.07.** This is not to preclude furloughs with proper notice as provided in Article 9. This is not to affect the Company's right to suspend employees from duty for disciplinary reasons.

**Section 5.08.** It is agreed that in the day-by-day assignment of duties in the normal work of any particular Occupational Group, the Company may assign to employees in the Occupational Group any duties required for the execution of that work.

**Section 5.09.** It is further agreed that the Company may, when necessary, assign employees to duties outside of the normal work of their Occupational Group under the following conditions:

- (a) To keep employees productively and usefully engaged in filling in the guaranteed full employment workweek, or
- (b) When normal work (of an employee) is slack, or
- (c) To avoid furloughs, or
- (d) Where there is insufficient work to provide full-time work for any employee of a particular classification, or
- (e) While training employees for advancement to higher rated jobs.

**Section 5.10.** It is further agreed that the Company may, when necessary, in order to meet service requirements, or fulfill the Company's overall work requirements, or substitute for sickness, vacation or other absence, temporarily assign employees to duties outside the normal work of their Occupational Group, provided that, prior to any such assignment, the Company shall first fully utilize the employees in the other Occupational Group to execute the work.

**Section 5.11.** Any such assignment under Sections 5.09 and 5.10 shall be (1) a temporary assignment; (2) made only for the above enumerated purposes; (3) terminated as soon as possible consistent with the above purposes; (4) made by the Company without discrimination for Union or personal reasons; and (5) the employee so assigned shall be paid in accordance with Section 5.12 while temporarily assigned.

**Section 5.12.**

- (a) When an employee is temporarily assigned to a job in a higher classification and performs the normal duties and responsibilities of the job, such employee shall be paid the rate of the upgraded job (Step 1) or one dollar and fifty cents (\$1.50) an hour over his/her basic regular rate, whichever is higher. The rate of pay is applicable only to time worked and is not to be considered as the employee's regular rate.
- (b) While upgraded to Supervisor, an employee shall not be assigned to perform bargaining unit work on an overtime basis within 48 hours after starting the upgrade except (1) in emergencies or (2) when no other employee eligible to work such overtime is available to work the overtime on a voluntary basis.

**Section 5.13.** It is agreed that to be entitled to the higher rate of pay, the employee must be capable of performing the normal duties and responsibilities of the higher classification as needed that day; however, such capability is not to be considered as a determination as to qualification for permanent promotion to the higher rated classification.

**Section 5.14.** When an employee is assigned to fill a permanent job vacancy in a higher Pay Grade and is deemed qualified to perform the duties of the job, he/she shall be promoted at the time of assignment. If the employee assigned must be given training in order to be able to assume the duties of the job, a training period of 3 months shall be allowed for him/her to establish his/her fitness. During this training period he/she shall receive his/her old rate of pay.

**Section 5.15.** It is agreed that in the interest of obtaining improved service, better operations or lower costs, the Company has the right to make changes in equipment, operations, and the organization of work, including the determination of job content, requirements and qualifications; and combine jobs, eliminate jobs, and create new jobs, and it is understood that this is a proper function of management.

**Section 5.16.**

(a) Employees in classifications which are affected by technological change will be given assistance, training and appropriate opportunity to qualify to perform duties arising as a result of such change. If, after being given such assistance, training and opportunity, an employee is deemed not to be qualified to perform the duties of his/her classification, the Company may invoke the provisions of this Section by giving written notice to the employee, copy to the Union. Such notice shall include the following information:

- (1) The employee's name, employee ID number, job title and number, and classified and continuous service seniority dates.
- (2) A description of the new or changed duties resulting from technological change that the employee has been unable to perform.

- (3) A description of the Company's efforts to provide the employee with assistance, training and appropriate opportunity to qualify to perform the new or changed duties.
- (4) A statement that the employee may bid out on any available bargaining unit job he/she is qualified to perform.
- (5) A statement that to facilitate placement into an appropriate job, the Company may conduct a functional and/or vocational assessment.
- (6) A statement that the Company will endeavor to place him/her in any available bargaining unit classification that he/she is qualified to perform.
- (7) An appropriate statement explaining how the employee's pay shall be protected. Protection shall apply as follows:
  - a) The employee's rate of pay shall be determined as follows:
    - 1) If the employee has twelve and one-half (12-1/2) years of continuous service at the time he/she is sent such notice, he/she will not be reduced in pay, which means that his/her rate of pay will be red-circled at the time of transfer, that is, the employee's rate of pay shall be frozen and he/she shall not be eligible for future general wage increases until the rate of his/her new classification exceeds his/her red-circled rate.
    - 2) If the employee does not have twelve and one-half (12-1/2) years of continuous service at the time he/she is sent the notice, the employee shall not be reduced in pay for a period of one (1) full year from the date the notice was sent plus three (3) weeks for every full year of continuous service the employee had at the time the notice was sent. After expiration of this period of pay rate protection, the employee shall be paid the rate of the job into which he/she has bid or been assigned.
  - b) The Company will meet with the Union and discuss the seniority placement of such employee; however, in fulfilling its obligation under this Section, the Company may place the employee, either as a result of a bid under Subsection (a)(4) above or through placement under Subsection (a)(5) or (6) above, without regard to the requirements of Article 8 of this Agreement.
  - c) In the event a reduction in force is required due in full or in part to technological change, the procedures contained in Article 9 shall apply as they would in any other reduction in force; nothing in Section 5.17 requires otherwise.

**Section 5.17.** The Standard Wage Classification Schedule (identified and attached hereto as Annex A) will be implemented in accordance with the terms of this Agreement and will remain in effect throughout the term of this Agreement. Should any dispute related to Annex A arise during the term of this Agreement, it shall not be subject to the grievance procedure outlined in Article 17 or to the arbitration procedure outlined in Article 18 of this Agreement. The rate of pay for any "new job" or "combined job" will be established by the Company subject to negotiation

with the Union. For the purpose of this Section a "new job" will be defined as one in which substantially all of the assigned tasks in the job classification have not previously been performed by employees within that classification. For the purpose of this Section a "combined job" will be defined as a job classification created by the combining of two or more existing jobs (jobs currently listed in Annex A) which results in the abolition of either of the existing jobs. The terms "new job" and "combined job" do not apply to the mere addition of duties to, or removal of duties from, a job. If the parties are not able to agree on the proper rate of pay for a new job or combined job, the matter shall be presented to an arbitrator for resolution. The decision of the arbitrator shall be binding on all parties to this Agreement but in no event will affect the classification or rate of pay of any other jobs in Annex A.

#### **Section 5.18.**

- (a) The Company and the Union agree that either party may prepare a "Change of Duty" form for the purpose of compiling and documenting what it believes to be changes in the duties and/or responsibilities of the job classifications set forth in Annex A. These Change of Duty forms shall be available from the Company or the Union. When the Union or any employee feels that duties and/or responsibilities of a job have been changed, a Change of Duty form may be filed at any time during the term of this Agreement. The Change of Duty form shall list the changed duties and/or responsibilities, the approximate date(s) of implementation or performance and information necessary to the identification of the job classification in question and the person(s) completing the form. Upon receipt of a Change of Duty form, the appropriate Department Head shall sign and date the form. Copies of the form will be distributed as follows: one copy to the Union President, one copy to Labor Relations, and one copy to the employee. The Department Head's signature shall only acknowledge receipt of the form and shall not represent agreement with its contents.
- (b) The Company and the Union shall include any jobs which either party believes has undergone a substantial change in duties and/or responsibilities since June 1, 1982, or the last date on which the Pay Grade for the job was adjusted, in the negotiations referred to in Section 24.02 of this Agreement. Any settlement reached to change the wage rate of a classification shall be retroactive to the date on which added duties and/or responsibilities of the job warranted an increase or June 1, 1994 whichever is later, except that if a Change of Duty form regarding such change was not filed within thirty (30) days after the date of the change, the retroactive period shall terminate with the filing date of the Change of Duty form. Disputes over the period for which retroactive pay under this Subsection is to apply shall be resolved only through negotiation and shall not be subject to the grievance or arbitration procedures outlined in Article 17 or 18 of this Agreement or the successor agreement.

#### **Section 5.19. Mutual Assistance**

- (a) The following provisions address the terms and conditions that will apply when Pepco/Local 1900 employees volunteer for a work assignment that requires overnight lodging away from employees' homes. If the assignment is within the PEPCO service territory, they shall be compensated per the Pepco/Local 1900 Labor Agreement. If the assignment is outside the Pepco service territory, the following terms shall apply.
- (b) Mutual assistance is defined as a situation/occurrence when the Company's management agrees to assist other utilities outside of the Pepco service territory for the purpose

restoring their electrical power during major emergencies—by providing manpower, materials, and other logistical support.

- (c) The Company shall notify the Union Business Manager and Union Stewards in the affected departments when the Company decides to solicit for an off-system assignment. The Company shall inform the Union of the number of volunteers to be solicited and the approximate location and duration of the assignment if available. The opportunity to work the off-system assignment will be offered by the Company on a strictly volunteer basis to available qualified employees. Current overtime list shall be utilized for classifications to be selected as volunteers and the Company will communicate with the Union prior to assignment to minimize errors. Should an error occur it will be resolved per the Labor Agreement.
- (d) All employees will be paid a minimum of sixteen (16) hours per day except on the day they leave from or return to their regular point of assembly. On the first day of the assignment, employees shall commence being paid when they leave from the regular point of assembly to travel to the Mutual Assistance assignment. The last day of the assignment when traveling home, employees will be paid until they arrive back to regular point of assembly. The daily rest period will be a minimum of eight hours and shall not include time provided to finish meals.
- (e) Employees working the assignment outside of Pepco, but within the PHI territory will be compensated at time and one half their base hourly rate for all hours worked during their assignment except when the CBA requires compensation greater than time and one half (i.e. Sunday). The wage rate and pay provisions of the Host Utility shall not apply in any respect. All meals will be provided by the Company or Host Utility.
- (f) Employees working the assignment outside of PHI will be compensated at double their base hourly rate for all hours worked during the assignment. No other premiums, allowance or payments will be paid. The wage rate and pay provision of the Host Utility shall not apply in any respect. All meals will be provided by the Company or Host Utility.

## **ARTICLE 6 SPECIAL PREMIUMS**

### **Section 6.01.**

- (a) Standard A&C Shifts  
Employees whose regular schedule requires them to work a shift or schedule in which the majority of the hours fall between 4 p.m. one day and 8 a.m. the next succeeding day shall be paid a shift premium differential of \$2.25 per hours worked on such shifts or schedules.
- (b) Non-Standard Shifts  
Employees whose regular schedule requires them to work a shift that begins more than two (2) hours before or after 12 midnight ("A" shift), 8 a.m. ("B" shift) or 4 p.m. ("C" shift) shall be paid a premium equal to \$2.25 multiplied by the number of hours in the employee's regular schedule for that day.
- (c) Premiums paid for non-standard shifts are in lieu of, not in addition to, premiums for standard shifts.

- (d) The payments under this Section are not to be paid to employees working shifts as overtime or receiving premium payments because of change of schedule, but are applicable only to those hours worked on the shift when worked as a regular schedule.

**Section 6.02.** Employees whose regular schedule requires them to work a shift where half or more hours occur on Sunday, shall be paid a premium of 20% of the employee's basic rate per hour multiplied by the number of hours in the employee's regular schedule for that shift. The payments are not to be paid to employees working shifts as overtime or receiving premium payments because of change of schedule but are applicable only to those hours worked on the shift when worked as a regular schedule.

**Section 6.03.** Whenever the basic working schedule of an employee is changed by the Company and he/she does not receive 56 hours' notice before the change takes place, he/she shall be paid at the rate of time and one-half for all hours worked on the first day of the new schedule. When notice of 56 hours is given before the change takes place, no premium rate will be paid. If an employee is given a change of schedule without 56 hours' notice but on the day the employee receives the change of schedule, he/she receives notice of its cancellation before being released from work--the employee will receive no change of schedule premium.

**Section 6.04.** Any change of schedule, whether the 56 hours' notice is given or not, will be given to the employee in writing. If the employee is not at work, such change will be given to the employee in writing immediately upon his/her return to work.

**Section 6.05.** Where a change in working schedule without the required notice causes an employee to be off duty instead of working, he/she shall be paid time and one-half for his/her next straight time working day.

**Section 6.06.** Changes in working hours whereby schedules are shifted by one (1) hour or less will not be considered a change of schedule within the meaning of Sections 6.03-6.10 inclusive providing notice is given to the employee during his/her last preceding work shift or at least 12 hours prior to the change.

**Section 6.07.** A shift or off-day exchange within the same workweek by mutual agreement between employees in the same job classification will be permitted if approved by the Supervisor, when it does not require the payment of overtime or change in rate of pay and in the opinion of the Supervisor will not hinder the work or unduly inconvenience fellow employees.

**Section 6.08.** When an employee has been given notice to change his/her schedule in accordance with Sections 6.03-6.10 inclusive, the changed schedule shall be considered his/her regular schedule for that period. A period shall consist of the regularly scheduled workweek, including off days, or any remaining part thereof. Any further change from this schedule shall be considered another change of schedule and the pertinent Sections of this Article shall apply.

By way of elaboration, the following shall apply:

- (a) When an employee is given a change of schedule without 56 hours' notice which identifies that the employee will be changed from one shift to another for one (1) day and will revert to his/her regular schedule the following day, the employee will be paid at the rate of time and one-half for the one (1) day only and shall not be paid time and one-half when he/she reverts to his/her regular shift for that period;

- (b) When an employee is given a change of schedule without 56 hours' notice which identifies that the employee will be changed to another shift for an indefinite or unspecified period of time and where the employee actually works on the new shift for more than one (1) day before reverting to his/her regular schedule, the employee shall be paid at the rate of time and one-half for all hours worked on the first day worked on the new shift and for all hours worked on the first day he/she reverts to his/her regular schedule;
- (c) When an employee is given a change of schedule without 56 hours' notice which identifies that the shift is changed for more than one (1) day but the employee has an off day before reverting to his/her regular schedule, the employee shall not be paid time and one-half when reverting to his/her regular schedule. If, however, the employee's off day is changed without the required notice, he/she shall be paid time and one-half for all hours worked on his/her next straight time day as described in Section 6.05;
- (d) When an employee's off day and his/her schedule are both changed without the required notice, the employee shall be paid at the rate of time and one-half for all hours worked on the first day and second day worked on the new schedule;
- (e) When an employee is given a change of schedule, regardless of notice, which identifies that he/she will be changed from his/her original shift to another shift and then to another (third) shift within the same period, the employee will be paid at the rate of time and one-half for the original change and at time and one-half for the change to the third shift within that period for all hours worked on those days.
- (f) When an employee is given a change of schedule, regardless of notice, due to a system emergency that results in a Departmental all hands call out or due to the employee's volunteering to accept a Mutual Assistance assignment, no change of schedule premium shall be owed either at the beginning of the revised schedule or when the employee reverts to his/her regular schedule at the end of the emergency assignment or at the end of the Mutual Assistance assignment. This provision does not allow the Company to require an employee to work a second shift on the same workday on a non-overtime basis. Nor can the Company change an employees scheduled off days; the change of schedule is limited to changing the start times on an employee's normally scheduled workdays. No change of schedule under this subsection will require an employee to report to work with less than 8 hours of rest. If less than 8 hours of rest is provided, the normal provisions on change of schedule and rest periods shall apply.

**Section 6.09.** The requirements of Sections 6.03-6.10 inclusive shall not apply to employees who are permitted to return to work on a limited or light duty basis as the result of agreement between the Company's medical consultant, internal or external, and the management of their Departments. This exclusion shall apply also at the time such employees are returned to a regular schedule after release for regular duty. When the return to regular duty and regular schedule is to take place, the Company will, whenever possible, schedule an off day for the employee between the days of change when such return would allow only one shift of rest.

**Section 6.10.** Changes in working hours whereby schedules are extended by the addition of overtime hours immediately preceding and/or immediately following the basic schedule will not

be considered change of schedule within the meaning of Sections 6.03-6.09 inclusive when all of the hours of the normal schedule are included in the extended workday.

**Section 6.11.** Employees shall report for work at their regular reporting location or any other location when so instructed. An employee's workday will start when he/she reports for work at the assigned location and will end at the close of his/her scheduled working time or when he/she is released, whichever is later. Travel to any reporting location at the beginning of the workday or from a work location at the end of a workday will be personal time and mileage.

**Section 6.12.** Employees who report at the beginning of their workday to, or who leave at the end of their workday from, a location other than their regular reporting location, shall be paid a travel allowance computed as follows:

- (a) The Company shall establish reporting locations consistent with regular, established business requirements and will notify the Union of such locations.
- (b) Using the reporting location as a center point, circles will be drawn with radii of 7, 13, 19 and 25 miles (and additional increments of 6 miles as needed) to establish zones.
- (c) The zone within 7 miles of the employee's regular reporting location shall be considered as his/her base zone.
- (d) Employees who, as instructed, report at the beginning of the workday to a location other than one in their base zone shall be paid an allowance based upon the zone in which the location is set.
- (e) Employees who, as instructed, leave a location at the end of the workday from a location other than one in their base zone shall be paid an allowance based upon the zone in which the location is set.
- (f) An allowance shall be paid for reporting to or leaving from the First Zone outside the base zone as follows:

Effective three (3) full pay periods after ratification - \$2.55  
Effective June 7, 2021 - \$2.65

An additional allowance will be paid for each additional/subsequent zone that the employee reports to or leaves from at the beginning or end of his/her workday as follows:

Effective three (3) full pay periods after ratification - \$2.45  
Effective June 7, 2021 - \$2.55

- (g) No allowances will be paid when transportation is supplied or made available by the Company.

**Section 6.13.** Employees who may be required to move from one location to another, after reporting to work at the beginning of the workday, shall do so on Company time and expense. When an employee uses his/her own vehicle in such moves, he/she shall be paid at the Internal Revenue Service prevailing mileage rate as full reimbursement. In the event the Internal Revenue Service changes its prevailing mileage rate during the term of this Agreement, an



adjustment to that rate shall be made within two (2) payroll periods from the publication of the announcement and applied prospectively. Travel mileage shall be limited to reasonably direct routes and time expended should relate to normal expectations.

**Section 6.14.** The allowances provided for in Sections 6.11 – 6.13 inclusive shall be paid to employees called out for overtime in addition to travel time provided for in Article 7, Sections 7.09 - 7.15 inclusive.

**Section 6.15.**

- (a) Nothing contained in Sections 6.11 – 6.15 inclusive shall be construed as to prevent the Company from changing an employee's location either on a regular or temporary basis.
- (b) Permanent reassignment is to denote an expectation of continuing without change in the foreseeable future. A typical permanent reassignment would be to fill an open position at another location. It is not a permanent reassignment to rotate an employee to another location on a temporary basis.
- (c) If the Company intends to transfer a position from one location to another on a permanent basis, the transfer shall be achieved by polling for qualified volunteers within the appropriate job classification(s) and selecting the most senior volunteer. If there are no volunteers, the most junior qualified employee shall be forced to accept the transfer.

**Section 6.16.**

Travel Allowances under Section 6.12 above will not be applicable, however, under any of the following conditions:

- (a) A permanent change in reporting location where the new location is within the employee's base zone.
- (b) In lieu of any travel allowance, a single relocation allowance shall be paid to an employee permanently reassigned to a location outside his/her base zone. Such relocation allowance shall be equal to the straight-line distance, in whole miles, between the new and old locations multiplied by \$15.00. The relocation allowance shall not be payable where the reassignment was at the request of the employee or if the distance between the employee's home and new location is less than the distance between his/her home and the old location.
- (c) A temporary change in reporting location where such assignments result from the Department Head and the Chief Steward concluding an arrangement satisfactory to them is stated in writing, with a copy to the Union.
- (d) Travel allowances shall not be payable where the temporary reassignment was at the request of the employee or if the distance between the employee's home and the new location is less than the distance between his/her home and the old location.

**Section 6.17.** Employees who work overtime (as defined in Section 7.04) shall be entitled to a periodic meal allowance payment (at the end of each workweek) based on the following formula.

For every 7.0 hours of overtime worked in a workweek, employees shall be paid \$18.00. For example, assume an employee works 21 hours of overtime during a workweek. That employee would receive 3 units of meal allowance pay at \$18.00 per unit, which equals \$54.00 (3 units x \$18.00 = \$54.00).

Left over portions of a unit shall be carried over to the next workweek. For example, if an employee works 23 hours of overtime in a workweek, the last 2 hours of overtime shall be carried forward into the next workweek.

**Section 6.18.** When employees are working more than 11 consecutive hours in a day, they may be allowed time off to eat a meal on Company time as explained below. Further, they may be entitled to time off to eat every 5 hours thereafter. In addition, the following shall apply:

- (a) Supervisors may release employees for meals at any convenient period around normal meal times.
- (b) If an employee is allowed time off for a meal, no deduction from his/her time will be made if it does not exceed one-half hour. Time taken in excess of one-half hour will be deducted from his/her time.

## **ARTICLE 7 OVERTIME**

**Section 7.01.** The normal workday shall consist of 8 consecutive hours of work, exclusive of meal times, and the normal workweek shall consist of 5 normal workdays. Hours scheduled in excess of 8 hours are not considered as part of the normal day.

**Section 7.02.** For payroll purposes the workday begins at 12:01 a.m. in the morning and ends at 12 midnight that night, and the workweek will begin at 12:01 Monday morning and will end at 12 midnight the following Sunday night.

**Section 7.03.** When a normal workday begins before 12:01 a.m. and continues past 12:01 a.m., time shall be charged on the day in which the majority of the hours is worked. When the normal workday is divided evenly before and after midnight, time shall be charged on the days on which work was started.

**Section 7.04.** Overtime is defined as time worked in excess of eight (8) hours of work in a normal workday or 40 hours of work in a normal workweek. All overtime shall be paid for at the rate of one and one-half times basic rates except where higher rates are provided for elsewhere in this Agreement.

**Section 7.05.** When an employee worked a full workweek of 5 normal workdays, any work on the second scheduled off day in the same workweek shall be paid at twice his/her basic rate of pay. Compensation paid to an employee for hours not worked on regularly-scheduled workdays shall not be considered as time worked unless specifically provided for in this Agreement.

For the purposes of this Section 7.05, when an employee is on an alternative schedule that provides for three (3) or more days off in the same workweek, work on only one of the subsequent off days (the first worked) after the first off day will be at twice his/her basic rate of pay. For example, assume an employee is on an alternative schedule with off days on Friday, Saturday

and Sunday. Friday is the first off day. Hours worked on Friday would be at time and one-half. If the employee works on Saturday and Sunday, he/she will be paid double time on Saturday and time and one-half on Sunday. If he/she only works on Saturday or Sunday, he/she will be paid double time on that day.

#### **Section 7.06.**

- (a) After 16 consecutive hours of work, employees shall be paid double time for all consecutive hours worked thereafter.
- (b) An employee who has worked 13 or more consecutive hours shall, upon his/her release, be entitled to an 8-hour rest period before he/she returns to work. If, however, the employee is required by the Company to return to work after the rest period and before a 10-hour period has elapsed, the employee shall be entitled to a payment equal to two (2) hours of straight time base pay in addition to any hours worked.
- (c) Notwithstanding the provisions of Section 7.43, an employee will only be entitled to a rest period based on consecutive hours on the job; no unproductive hours, paid or unpaid (except for Union business), will count towards determining whether an employee is entitled to a rest period or application of Section 7.08.
- (d) If this rest period extends into his/her regularly-scheduled working hours for four (4) hours or more, he/she shall be excused from his/her regular tour of duty and paid his/her straight time base rate for those hours. If the rest period extends into his/her regularly-scheduled hours for less than four (4) hours, he/she shall be excused from that portion of his/her regular tour of duty and be paid for the excused hours at his/her straight time base rate.

**Section 7.07.** If an employee whose rest period extends into his/her regularly scheduled working hours for four (4) hours or more is instructed to report back to work at the end of his/her 8-hour rest period, his/her rate of compensation for these regularly scheduled working hours shall be time and one-half.

**Section 7.08.** An employee who has been released after 13 consecutive hours of work may be recalled or instructed to report back to work before the end of his/her 8-hour rest period if needed. If the elapsed time between time of release and time of reporting back to duty is less than 8 hours, his/her rate of compensation for consecutive hours of work after his/her return shall be at double time.

#### **Section 7.09.**

- (a) An employee is considered to be "called out" for overtime work when he/she is given notice while off duty to report for work within 7 hours, and the hours worked are not continuous with other hours worked.
- (b) The Company and the Union agree that responding to the need to the Company during times of emergency is an expectation of every employee. Given the nature of the Company's business, it is understood that there is an expectation for employees to respond to reasonable requests for overtime, including callout overtime.

- (c) Employees who have a minimum of seven (7) callout overtime opportunities in a six-month period (January 1 through June 30 and July 1 through December 31), including while on standby, may be subject to progressive discipline if they respond to less than 35% of call outs. (Call outs may be by an automated or a manual process.)
- (d) Employees will have 20-minute grace period to call back and answer a call out. If the call out is not filled, an employee can accept the call out, even if it is in the 20-minute grace period. If the call out is filled, an employee must still attempt to accept the call out within the 20-minute grace period for it to be excused.
- (e) The fact that some employees may not receive seven (7) or more callout opportunities in a six (6) month period does not exempt them from responding to a reasonable number of callout requests.
- (f) "First Call Free." For all call outs, with the exception of all hands and those made to employees on standby, the roster is run twice (if the number of positions needed is not met on the first pass through the roster). Employees will not be charged for a call out opportunity on the first pass through the roster, but the employee will be charged for a call out opportunity a second pass through the roster for a call out opportunity is made.
- (g) Employees will be charged a maximum of two declined callout opportunities in a 24-hour period (midnight-midnight).
- (h) Employees are exempt from callout if he or she is on vacation, sick leave, floating holiday, jury duty, funeral leave, and therefore such instance won't count for purposes of 7.09(C).
- (i) Employees shall be required to provide the Company with a current personal telephone number or other means of contact acceptable to the Company.
- (j) Employees who work overtime on a call out will be charged consistent with normal charging procedures under the Labor Agreement, Section 7.23 of the Labor Agreement (charging at 1.5 times) shall apply to employees who could have accepted a Call Out but did not do so consistent with the normal application of that section.
- (k) Employees, except those on standby assignment, who work callout overtime will receive a stipend of \$50 for working the callout in addition to any payments under this Agreement for time worked or travel time.
- (l) The Company will publish a "Call Out Expectation Summary" for employees in groups that utilize automated or manual solicitation. The Summary will be consistent with this section and the Labor Agreement.

**Section 7.10.** When an employee is "called out" for overtime work, or is instructed to report for overtime work and the hours worked are not continuous with other hours worked, he/she shall receive a minimum of 4 hours pay exclusive of travel time.

**Section 7.11.** Except as prohibited in Section 7.15 below, when an employee is "called out" for overtime work, he/she shall be paid travel time of one hour at time and one-half rate in addition to time worked, regardless of whether the work continues on to be continuous with other hours worked.

**Section 7.12.** When an employee is "called out" for overtime work and reports for work within 6 hours of the beginning of his/her upcoming regular shift and works at least 4 hours, he/she shall be retained on duty and paid on overtime until the beginning of his/her upcoming regular shift.

**Section 7.13.** If an employee is "called out" for overtime work within 14 hours of the beginning of his/her upcoming regular shift and works to within 4 hours of his/her upcoming regular shift, he/she may remain on duty and be paid at the straight time rate ONLY, until the beginning of his/her upcoming regular shift. The time paid at the straight time rate SHALL break the employee's consecutive hours of work, but such employee after 16 consecutive hours of work shall be paid at twice his/her regular rate for any hours worked thereafter.

**Section 7.14.** Employees shall have the option to remain on duty as described in Section 7.13 above or be released from duty when their work is completed prior to their upcoming regular shift. If during that rest period the employee is required to return to work, his/her time shall be considered as unbroken but the rest period shall be paid at the straight time rate as described in Section 7.13.

**Section 7.15.** When an employee is "called out" for overtime work and reports for work within 2 hours of his/her previous release from duty, he/she shall be paid as if he/she worked continuously. In these cases travel time will not be allowed.

**Section 7.16.** Standby: Responding to the needs of the Company during times of emergency is a required duty of every employee.

- (a) Standby is scheduled at the discretion of the Company. As such, standby assignments will be by classification, and management will determine in its discretion the number and classification of employees needed.
- (b) Employees on standby will be the first employees to be called for "call out" overtime, provided they are of the number and classification to perform the work as determined by management. For instance, if management determines that a crew should be made of a lead, two journeyman and a helper, the Company may do a call out to get a helper if the only available employees on standby are leads and journeymen.
- (c) Standby will be offered as an opportunity to employees who are not already scheduled to work. Likewise, an employee who volunteers for standby may not accept scheduled overtime opportunities that conflict with responding to standby callout. Once an employee volunteers, he or she may not change his or her status or decline a standby assignment. In emergent situations, the employee may request his or her supervisor approve a "swap" provided the employee can identify a qualified employee of the same classification to take their standby shift.
- (d) When the Company is unable to obtain the appropriate number of employees needed for standby by soliciting volunteers, the Company will assign employees to achieve the number required based on a standby rotation assignment list.
  - 1. The seniority roster in effect upon implementation shall serve as the initial standby rotation assignment list.

2. The employee at the bottom of the list (in the classifications(s) needed) will be the first to be assigned. Once assigned, that employee remains the “go to” person for standby assignments for the remainder of the duty week provided the employee is not already assigned to work or prescheduled leave.
  3. An employee who fulfills a standby assignment will move to the top of the standby assignment list and will not be assigned again until all other employees on the list have been assigned, understanding that from time to time employees may be unavailable and have to be skipped until they return.
  4. An employee may not be assigned to standby if he or she has already been scheduled to work or has pre-scheduled leave.
  5. Employees added to a classification’s seniority roster shall be placed at the bottom of the standby rotation list, thus, will be the next to be assigned.
- (e) Employees on standby shall be paid one hour of straight time for each 16 hours of standby time for the days from Monday to Friday and shall be paid three hours at straight time for each 24 hours, for Saturdays and Sundays and 3 ½ hours straight time on holidays.
- (f) Consistent with the above provisions, standby may be scheduled in varying increments including: a single day, Monday to Friday, Saturday and Sunday, or Monday to Sunday increments.
- (g) Standby will be scheduled 2 weeks in advance, except
1. When an employee who is supposed to be on standby becomes unavailable, the Company may need to replace the employee with less than 2 weeks of notice; and
  2. From Memorial Day to Labor Day, excluding holidays, the Company may need to schedule standby with less than 2 weeks to respond to weather related concerns.
  3. In such cases, the Company will first seek volunteers before using the standby rotation list.
- (h) Notwithstanding paragraph 7, the management of a group or department *may* opt to poll its employees by classified seniority to get the appropriate number of employees needed for standby by job classification for each week of the year. This polling shall be conducted as close as practical to the beginning of the year and shall be conducted separately from holiday polling.
- (i) Standby orders may be canceled at any time. If the Company cancels with less than 24 hours’ notice, the employee shall receive standby allowance equal to one 16- or 24-hour period depending on whether the assignment was scheduled on a weekday, weekend or holiday. Where the number of employees is only reduced, forced employees will be released first.
- (j) Employees on standby are expected to be ready to respond to work. An employee, however, who has standby duty and fails to report for work within a reasonable time when called, which may never exceed two hours, or reports unfit for duty, as determined by the Company, may be subject to disciplinary action and will forfeit standby pay for that day.
- (k) An employee on standby must notify his or her supervisor of any medical restrictions or other emergency situations that would prevent him or her from responding, prior to being called. If the employee is unable to reach his or her supervisor or the on-duty supervisor, the employee must notify the DSO. Employees on the standby list who notify supervision that they are unable to respond due to illness or injury if ordered to work will be removed from the standby and shall

forfeit all standby compensation for that day. Additionally, after the first incident in a rolling calendar year, further occurrences may be subject to disciplinary action, depending on the circumstances.

- (l) Employees who responds while on standby will not be eligible for any special premiums for overtime hours worked (i.e. shift or Sunday premiums). The straight time allowance paid for standby coverage is not counted as productive time or time worked for any purpose.
- (m) Notwithstanding the provisions in paragraph 3, only employees who are assigned standby may “swap” shifts. Swaps are at the discretion of management to approve and are generally between employees of the same classification. Once approved, the person who accepted the assignment in the swap is responsible for working any callout overtime, if called.
- (n) In situations where the employee is on sick leave on Friday, the day before his/her regular day off, or a holiday, the employee will be eligible for call out on the weekend, holiday, or regular day off. To be excused from the weekend, holiday, or regular day off callouts, the employee must provide medical documentation establishing that the individual is unable to work on the weekend, holiday or regular day off. Sick days may count as occurrences under the sick policy as allowed by law.
- (o) Each time an occupational group introduces a standby for the first time, the Manager or Director for that occupational group shall offer to meet with Union leadership to discuss the implementation of standby in that area.
- (p) Employees shall be required to provide the Company with a current personal telephone number or other means of contact acceptable to the Company. Changes to the listed telephone number must be updated in ARCOS the first day worked after the change occurs. If the change occurs while an employee is on standby, ARCOS must be updated immediately. Failure to provide timely change of contact information may result in the employee being charged in accordance with the Labor Agreement.

**Section 7.17.** When the Company determines that overtime work is required, such work shall be distributed as equitably as possible among employees in the job classification in the Occupational Group in which such overtime work is to be performed.

**Section 7.18.**

- (a) The employee in the appropriate job classification with the lowest amount of charged overtime hours shall normally be first considered for overtime work to be done taking into account the nature of the work, ability to perform such work within reasonable time limits and availability of the employee. If such employee refuses the assignment, then the employee with the next lowest amount of charged overtime hours will be considered and so forth through the overtime list. If no employee on the overtime list agrees to accept the overtime work, then the Company may assign the overtime work to the available qualified employee with the lowest amount of overtime hours worked. No more than one (1) reasonable attempt to reach an employee will be required. In emergency situations the Company may call any employee it deems necessary under the circumstances.
- (b) In cases when overtime is planned or foreseen, Management shall make a reasonable effort to inform the potentially affected employees as early as reasonably possible.

**Section 7.19.** In Departments that have rotating 3-shift operations, after the Company has called all employees on the overtime list once per shift, it may request the employee with the lowest amount of overtime hours worked in each job classification to remain on duty for overtime work.

**Section 7.20.** If through the fault of the Company the appropriate employee on the overtime list is not assigned to a particular case of overtime work, he/she will be compensated at the appropriate overtime rate for the number of hours he/she would have worked unless the Company gives him/her an opportunity to make up such hours within 30 days after the mistake occurred. Any such overtime hours shall not be charged to the employee on the overtime list in the hours charged column. Any absence of the employee due to vacation or sickness will be added to the 30-day period.

**Section 7.21.** No grievance may be filed on the distribution of overtime work in any particular case unless the difference in charged overtime hours between the employee assigned to the work and the complaining employee exceeds 20% of the charged overtime of the assigned employee.

**Section 7.22.** An employee will be charged as being unavailable for overtime work for the number of hours he/she could have worked without need for any attempt to contact him/her in the following situations:

- (a) When he/she does not have a telephone, or a current telephone number listed with the Company.
- (b) When he/she is restricted to limited duty or light duty, or absent other than for vacation, jury duty, funeral leave, Annual Allowance Days or floating holidays, or an innocently subpoenaed witness (as defined in section 14.03) on his/her last previous regularly scheduled shift, or, since his/her last previous regularly scheduled shift, has reported to the effect that he/she is not able to work.

**Section 7.23.** Overtime work offered to an employee but waived with the consent of the Company and overtime work which would be offered to an employee if he/she were available shall be charged to him/her as overtime hours.

**Section 7.24.** Overtime work offered to an employee but declined and overtime work which would be offered to an employee if he/she were available, shall be charged to him/her as overtime hours at a rate of 1-1/2 times the number of hours the employee would have worked had he/she not declined or been unavailable.

**Section 7.25.** When a job started on straight time cannot be completed without overtime work, the Company shall have the option of continuing on overtime work the employees who started the job or replacing them with other employees who have a lower number of charged overtime hours. Similarly, when project work cannot be completed without overtime, the Company shall have the option of assigning this work to the lead employees who have been working on the project or replacing them with other employees who have a lower number of charged overtime hours. This Section may be modified in any Department to meet local conditions if the Union and Company desire to do so and conclude an arrangement satisfactory



to them which is stated in writing with copies to the Union and the Department responsible for handling Labor Relations.

**Section 7.26.** Temporary employees may be called for overtime in emergencies but shall not be scheduled for prearranged overtime work until they have completed 2 months continuous service.

**Section 7.27.** The Company will post lists of employees for overtime assignment consideration on appropriate departmental bulletin boards by job classification and Occupational Group. Further subdivisions according to geographical assignment areas may be agreed to by the Chief Steward and Departmental Management and copies of such agreements are to be sent to the Union and Manager responsible for Labor Relations.

**Section 7.28.** At the beginning of each calendar year, the Company shall zero out overtime lists, both for charged overtime hours and overtime hours worked. More specifically, all employees will have their charged and overtime hours worked reduced to zero and employees will be listed in order based on the final overtime reports from the prior calendar year.

**Section 7.29.** Thereafter, postings shall be made within 4 working days after the close of every other payroll period listing overtime hours worked, hours unavailable, and hours declined with the consent of the Company, for the period since the last posting and cumulative for the calendar year.

**Section 7.30.** A copy of each posting shall be sent to each appropriate Steward and to each employee working out of a headquarters where lists are not posted who is being charged with being unavailable for overtime during the period covered by the posting.

**Section 7.31.** The dates of posting of the lists for each prescribed period in the areas specified and dispatching to the Steward and reasonable delivery dates to individual employees affected shall be the dates for cause for the grievance under Article 17 regulating the time periods for filing grievances.

**Section 7.32.** An employee who wishes to be excused from overtime work whenever possible may submit a written request to his/her Department Head. An employee shall not submit this written request for a waiver from overtime work and a Department Head shall not approve such a request unless both the employee and Department Head intend a bona fide waiver of consideration for overtime work. Such waivers are not intended to be a vehicle for avoiding the intent and purpose of Article 7, Sections 7.16-7.38 inclusive.

**Section 7.33.** After approval, if any, such employee will be excluded from consideration for the equitable distribution of overtime but will not be excused from the requirement to work overtime as may be determined to be needed by the Company. Such employee will be listed on the overtime record with a "W" identification to indicate "Waiver." All overtime hours actually worked by such employee will be shown for him/her on the overtime lists.

**Section 7.34.** The Company or the employee may revoke the waiver referred to above by notice in writing to be effective at the beginning of the first pay period in the following calendar month. When restored to regular overtime status such employee shall be listed at one (1) hour above the highest number of hours listed for any employee in his/her job classification or one (1) hour above his/her previously charged overtime hours, whichever is higher.

**Section 7.35.** Waivers and revocations of waivers shall be valid only when prepared on the standard forms agreed upon by the Union and the Company with copies to the Union and the Department responsible for handling Labor Relations.

**Section 7.36.** Overtime worked by an employee while in a temporary upgraded status will be charged to the employee in his/her regular job classification.

**Section 7.37.** Employees changed from one overtime record list to another or added to an existing list in any of the following situations shall be charged with the highest number of overtime hours charged to any employee on the list to which they are to be placed plus one (1) hour:

- (a) New employees, and temporary employees after 2 months' service.
- (b) Return from an approved Leave of Absence.
- (c) Returning to the bargaining unit within 2 years of promotion to exempt status.
- (d) Transfer from non-bargaining unit to bargaining unit.

**Section 7.38.** Employees changed from one overtime record list to another or added to an existing list in the following situations shall be given an average (mean) of the overtime of all employees on that list:

- (a) Promotions and demotions
- (b) Transfers from one seniority roster to another, or from one geographical location to another
- (c) Returning from an extended illness or injury (an illness or injury of which all compensatory time was exhausted).

**Section 7.39.** When an employee has been previously instructed to work overtime on his/her off day and the work is canceled by the Company, it will give notice of cancellation to the employee affected 8 hours before reporting time. If 8 hours' notice is not given, the employee may report to the work location as planned and be paid an allowance of 4 hours at the applicable overtime rate.

**Section 7.40.** If the job is canceled within 8 hours of reporting time and the employee requests permission not to report, he/she may be excused by his/her supervisor, and in such case shall not be entitled to any pay allowance.

**Section 7.41.** An employee shall not be required to take time off on his/her regular basic work schedule in lieu of overtime worked or to be worked. This shall not affect the Company's right to change the schedule of basic work and off days or hours of duty of employees as set forth in Article 6, Sections 6.03-6.10 inclusive.

**Section 7.42.** When an employee is temporarily transferred to perform work normally performed by employees in a different Occupational Group under Section 5.09 or 5.10 of this Agreement, the following rules shall apply:

- (a) All overtime hours charged and worked in the temporary assignment shall be accrued on the employee's normal overtime roster.
- (b) Employees on temporary assignment shall not be considered for overtime work until all available qualified employees within that Occupational Group have been polled except in situations covered by Section 7.25 of this Agreement.
- (c) Employees on temporary assignment shall not be assigned overtime work unless there are no other qualified employees available in the Occupational Group except in situations covered by Section 7.25 of this Agreement.
- (d) Employees on temporary assignment may be considered for overtime work in their normal Occupational Group. However, such employees shall not be charged unavailable for overtime work in their normal Occupational Group while on temporary assignment.

**Section 7.43.** For purposes of this Agreement, all hours of paid compensation such as holidays, vacation, jury duty, funeral leave, sickness disability, etc., will be considered as hours worked for purposes of Article 7. Also, to be included for such purposes would be excused unpaid hours such as union leave, excused without pay and sickness disability.

## **ARTICLE 8 SENIORITY**

**Section 8.01.** The Company and the Union accept the principles of seniority and agree that the seniority rosters established hereunder shall be the basis of the application of seniority rights as set forth herein.

**Section 8.02.** For seniority roster purposes Occupational Groups shall be established within each Department and reflected in Annex A (a space between groupings of jobs indicates separate Occupational Groups). An Occupational Group shall be composed of employees of the bargaining unit engaged in substantially the same type of work where normal lines of progression from job to job exist. Specific Occupational Groups shall be established by agreement between the Company and the Union.

**Section 8.03.** A seniority roster shall be prepared for each Pay Grade within each Occupational Group listing the employees "Occupational Group Seniority" "Classified Seniority" and "Continuous Service Seniority" with the Company.

- (a) "Occupational Group Seniority" shall be the date on which the employee was placed into the Occupational Group and shall be used for roster sorting purposes.
- (b) "Classified Seniority" shall be the date on which the employee was placed into the job classification and shall be the date used as the seniority date for promotions within that Occupational Group.
- (c) "Continuous Service Seniority" shall be the employee's most recent date of hire and shall be used to fill jobs when there is no qualified employee within the Occupational Group.
- (d) Identical Service Dates: If two or more employees are hired and/or promoted into the same occupational group on the same date, their seniority order in their new occupational

group shall be governed by Continuous Service Seniority. If employees have identical continuous service dates, their seniority order shall be governed as follows:

- (i) Employees hired prior to 2022 CBA will be grandfathered: Continuous Service ranking shall be governed by the last four (4) digits of their Social Security numbers, with the employees with the lower numbers being listed as the more senior.
- (ii) Employees hired on or after the 2022 contract ratification, which ratified on *April 26, 2022*, Continuous Service ranking shall be governed by the last four of the Exelon Employee ID Number, with the employees with the lower numbers being listed as the more senior.

A seniority list shall be supplied to the Union containing the name, occupational group, job classification, department, all seniority dates listed above, and pay grade. Revisions to this list shall be supplied to the Union semiannually, by electronic mail, no later than January 15th and July 15th.

**Section 8.04.** Employees employed as temporary employees shall not have seniority position or seniority rights while in such employment status. If changed to regular employment status they shall have seniority position and seniority rights as of the date of change. The seniority rights in this section refer to an employee's competitive standing against other employees for such things as promotions, holiday and vacation choice, application of Article 9 (Reduction in Force) and so forth.

**Section 8.05.** Employees who move from one roster to another, within the same Occupational Group or to a different Occupational Group, regardless of reason, shall have their Classified Seniority date adjusted accordingly.

**Section 8.06.** Employees shall be considered as terminated from the service of the Company and shall be removed from the seniority roster, with no provision for reinstatement of past continuous service under the following conditions:

- (a) Resignation or discharge from the service of the Company.
- (b) Expiration of two years after date of furlough and employee has not been recalled to duty.
- (c) Reclassification and transfer to a nonunion position with no termination of service; however, if any such employee returns to the bargaining unit within two years, there shall be no loss of continuous service credit.
- (d) Employees who are unable to return to work after 12 months on LTD will be terminated from the payroll, but will continue benefits eligibility according to the terms of the applicable benefit plan as long as they continue to meet the long-term disability carrier's definition of disability.
- (e) The Company will provide notification to the Union when employees are subject to the provisions of Article 8 Section 8.06(d).

**Section 8.07.** Promotion within an Occupational Group shall be based upon the concepts of seniority, ability and performance. The Company shall select the most senior (as noted on the classified seniority rosters) qualified employee. Qualifications will be based upon general job knowledge, previous job performance, and mental as well as physical ability to perform the job duties. If senior employees are determined not to be qualified and a junior employee is selected for promotion, a written notice of such action, and the reason therefore, will be given to the senior employees two weeks prior to the anticipated effective date of promotion, with a copy to the Union. Such occurrence will not affect future considerations. An employee may decline consideration for promotion by submitting a written waiver of consideration, with a copy to the Union. If there are no employees within the entire Occupational Group who are qualified for promotion, a general notice of that determination shall be posted in the work areas two weeks prior to the anticipated effective date, with a copy to the Union, in lieu of individual notices.

**Section 8.08.** When vacancies above Pay Grade 7 hourly and Pay Grade 3 weekly cannot be filled by qualified, available employees from within the same Occupational Group, the Company will post the notice of vacancy, including the job title, department, pay grade, location and the number of job openings, for a period of seven (7) consecutive days. The Company will not, however, post on Mondays. A copy of these posting notices will be forwarded to the Union. Employees having one (1) year of continuous service are eligible to be considered for such vacancies providing they submit a Job Bid Form during the posting period via the Electronic Internal Job Board, which can be accessed from any internet connection. An employee must be a member of the bargaining unit to be eligible to bid on a posted job. (A list of all bidders will be furnished to the Union.) Future postings will not be required for job vacancies where an insufficient number of qualified applicants have bid until such time as the designated number of vacancies on the bid have been filled or three (3) months have passed since the date of the original posting, whichever is sooner. Employees selected for any posted job are ineligible to bid on another job for one (1) year.

**Section 8.09.** Selection of bidders to fill posted vacancies under Section 8.08 above shall be based upon seniority, ability and performance. Ability and performance shall be based upon general job knowledge, previous job performance and mental as well as physical ability to perform the job duties. The Company will select the most senior qualified employee (based on continuous service date) to fill the posted job providing that such employee is presently a permanently assigned employee in the Group where the job vacancy exists. If a senior employee so designated is determined not to be qualified and a junior employee is selected for the posted job, a written notice of such action and the reason therefore will be given to the senior employee with a copy to the Union. If no employee in the Group bids or is qualified, the Company will then consider bidders from other Groups; however, seniority will be considered only when ability and performance are essentially equal. The Company shall provide the Union and each bidder with a notice of the disposition of the posting. In cases where a posted vacancy cannot be filled by bargaining unit applicants, the Company may fill such jobs with persons from any other source either within the Company or from outside. For the purposes of this Section 8.09, a Group shall be designated as one of those listed below:

- (a) Customer Operations
- (b) Technical Services
- (c) Operations

- (d) System Operations & Restoration
- (e) Transmission & Substations (T&S)
- (f) Finance
- (g) Information Technology (IT)
- (h) Support Services
- (i) Supply Operations
- (j) Corporate Communications
- (k) Governmental & External Affairs

Adjustments to these designated Groups may be made unilaterally by the Company in the future as appropriate by providing the Union notice 60 days in advance.

In cases where jobs and/or Occupational Groups are transferred from one Organizational Group to another, the bidding and seniority rights of affected employee(s) shall be retained for a period of 180 days after the transfer. For example, if the Company were to transfer Meters Services from Customer Operations to Operations, despite the transfer of Meter Services from Customer Operations into a new Organizational Group (Operations), employees who work in any job in Meter Services shall be able to bid on jobs in the Customer Operations Organizational Group as if the Department were still within the Customer Operations Organizational Group for purposes of Article 8. Furthermore, Meter Services employees will be considered as part of Customer Operations for purposes of Article 9. These special bidding and Article 9 rights for Meters Services' employees shall expire 180 days after the transfer.

**Section 8.10** When the Company fills Lead positions or certain designated "senior" positions, governing consideration shall be given to ability, performance and other qualifications for the position. The list of designated positions and a detailed selection process is set forth in the 2012 General Memorandum of Understanding.

**Section 8.11.** All postings required under this Article will be on Company bulletin boards as located at various work locations. The Company assumes no responsibility for job postings or other notices once they are placed upon the boards. Employees who remove or destroy this material shall be subject to disciplinary action.

**Section 8.12.** All incumbent employees in the entire bargaining unit shall maintain their present classified seniority position on the seniority roster for his/her classification until he/she transfers to another classification or seniority roster. At the time of the transfer the employee shall be placed on the new seniority roster as described in Sections 8.03 and 8.05.

**Section 8.13.** Employees who transfer from one seniority roster to another in Pay Grades above the starting level shall be given classified seniority (as of the date of transfer) for all lower classifications within that Occupational Group and be given one (1) day more seniority above all employees in the lower classifications in that Occupational Group for the purposes of Article 9 of this Agreement.

**Section 8.14.** Employees who promote through the different classifications within an Occupational Group, or who transfer from one Occupational Group to another, shall continue to accumulate classified seniority in all classifications previously held for the purpose of Article 9 of this Agreement.

### **ARTICLE 9 REDUCTION IN WORKING FORCE**

**Section 9.01.** When lack of work requires a reduction in the working force, the Company and the Union subscribe to the principle of last in-first out. The Company and the Union recognize that each circumstance requiring a reduction in force is unique and needs to be evaluated as a unique occurrence. To that end the Company and the Union shall meet and try to reach a mutual agreement on how to carry out the reduction in force. If an agreement cannot be reached, the reductions in working force shall be governed by the procedures set forth in this Article.

**Section 9.02.** When the reduction does not involve eliminating all jobs within the affected Occupational Group(s), the following shall apply:

- (a)** Except as provided in Subsection (f) below, employees with the lowest classified seniority on the highest affected Pay Grade roster shall be removed in a number as determined by the reductions. Those employees so removed shall move down to the next Pay Grade roster in their Occupational Group. When these moves result in too many employees on the roster(s), the employees with the lowest classified seniority on those rosters shall be removed in a number as determined by the reductions. Those employees so removed shall move down to the next Pay Grade roster in their Occupational Group and so forth until the necessary reductions in the rosters have been achieved.
- (b)** When the final reductions result in too many employees on the roster(s), the employees with the lowest classified seniority shall be removed from the rosters and placed on a surplus-pool list. The Company shall then prepare a list of vacancies in the affected Organizational Group. By continuous service seniority order, the employees shall irrevocably choose, in writing, any vacancy for which they are deemed qualified. Determination as to qualifications shall be based on the criteria set forth in Article 8, Section 8.09.
- (c)** Employees not placed under the procedures set forth in (b) above shall irrevocably choose, in writing, from a Company-prepared list of selected vacancies within the bargaining unit for which they are deemed qualified. Determination as to qualifications shall be based on the criteria set forth in Article 8, Section 8.09.
- (d)** Employees displaced from an Occupational Group(s) or work location(s) under Section 9.02, 9.03 or 9.05 of this Article shall retain the right, as limited herein, to return to their previous Occupational Group or work location should a vacancy(s) become available, for which they are deemed qualified. Determinations as to the qualifications shall be based on the same criteria as outlined in Article 8, Section 8.09. New employees shall not be employed or transferred into the Occupational Group or work location, until such displaced employee(s) have had one (1) opportunity to accept such a vacancy or until the expiration of two (2) years from the date of displacement, whichever occurs first. Vacancy(s) shall be offered to the employees by continuous service seniority.

- (e) After an employee has been transferred to a new Occupational Group pursuant to a reduction in force under this Article, for three (3) years thereafter he/she shall not be removed from his/her Pay Grade roster under Subsection (a) above before other employees on such roster with less continuous service providing the employee is satisfactorily performing the duties of the classification.
- (f) If more than one (1) reduction in force is enacted in one (1) Occupational Group within a three (3) year period and employees from that Occupational Group are transferred pursuant to the reductions in force to the same new Occupational Group, employees who are transferred in the latter reduction(s) in force shall receive the same classified seniority date in the job classification to which they are transferred as if they had been transferred during the earliest reduction in force.

**Section 9.03.** When the reduction involves eliminating an Occupational Group, Department, or Organizational Group, the procedures set forth in Section 9.02(b) and, if necessary, Section 9.02(c) or (d) shall apply to the affected employees.

**Section 9.04.** For the purposes of this Article 9 only, each organization or grouping of organizations listed below shall be deemed to be an "Organizational Group":

- (a) Customer Operations
- (b) Technical Services
- (c) Operations
- (d) System Operations & Restoration
- (e) Transmission & Substations (T&S)
- (f) Finance
- (g) Information Technology (IT)
- (h) Support Services
- (i) Supply Operations
- (j) Corporate Communications
- (k) Governmental & External Affairs

Adjustments to these designated Organizational Groups may be made unilaterally by the Company in the future as appropriate by providing the Union notice 60 days in advance.

In cases where jobs and/or Occupational Groups are transferred from one Organizational Group to another, the bidding and seniority rights of affected employee(s) shall be retained for a period of 180 days after the transfer. For example, if the Company were to transfer Meters Services from Customer Operations to Operations, despite the transfer of Meter Services from Customer Operations into a new Organizational Group (Operations), employees who work in any job in



Meter Services shall be able to bid on jobs in the Customer Operations Organizational Group as if the Department were still within the Customer Operations Organizational Group for purposes of Article 8. Furthermore, Meter Services employees will be considered as part of Customer Operations for purposes of Article 9. These special bidding and Article 9 rights for Meters Services' employees shall expire 180 days after the transfer.

**Section 9.05.** Employees not placed under the procedures set forth above shall be furloughed; provided, however, that no individual employee shall be furloughed if he/she is qualified and willing to perform work presently being performed by a contractor who has been awarded an annual labor contract (that is, a contractor who makes available to the Company a labor pool from which the Company on a daily basis routinely and regularly draws to perform bargaining unit work). Employees to be furloughed shall receive two (2) weeks' notice in writing before the reduction becomes effective. Such notice shall state that for a period of two (2) years thereafter the employee may retain a position on the seniority roster, provided that within ten (10) days after the effective date of furlough the employee shall give notice in writing to the Company and to the Union of his/her intention to retain such position, and shall thereafter, throughout said period of two (2) years keep the Company and the Union advised of his/her mailing address. All employees from the same Organizational Group (Section 9.04) will be placed on a recall list with the most senior employee, by continuous service date, listed first. In addition, the employee shall maintain a position, by classified seniority date, on the roster from which he/she was furloughed. Furloughed employees on the recall list shall be called back to their Group by certified mail notifications as seniority and qualifications allow. Determination as to qualifications shall be based on the criteria set forth in Article 8, Section 8.09. If an employee so called shall fail to return to work within two (2) calendar weeks from the date of mailing such call, the employee's name shall be removed from the roster and his/her seniority shall terminate. New employees shall not be employed in a Group until all furloughed employees from the Group who are qualified for the particular job opening have been removed or recalled in accordance with this Section.

**Section 9.06.**

- (a) Notwithstanding any other provision of this Article, no employee with twelve and one-half (12-1/2) years or more of continuous service will be furloughed nor will they be reduced in pay because of a reduction in the working force except as set forth in (b) and (d) below.
- (b) Notwithstanding the protections set forth in subsections (a) immediately above, employees with more than 12-1/2 years of service may be furloughed in the following situations:
  - (1) The Company loses a segment of its business (for example, due to regulatory changes or a sale of assets) that eliminates all or substantially all of the work of an occupational group;
  - (2) The Company loses an operating contract to perform work that eliminates all or substantially all of the work of an occupational group; or,
- (c) An employee protected by the job security provisions of subsection (a) above shall be entitled to a severance in the event that he/she is furloughed under the provisions of subsection (b). Affected employees will be eligible to receive two (2) weeks' pay for every complete year of service, based on the Basic Wage Rate in effect when the employee loses employment. To receive severance benefits, employees must execute releases prepared by the Company. Nothing contained herein prevents the Company from

establishing additional administrative rules and parameters regarding the Severance Program without further consultation and bargaining with the Union so long as they are not inconsistent with the terms outlined above.

- (d) The protections set forth above in Section 9.06 of the Labor Agreement shall not apply to any employees hired on or after January 1, 2005.

## **ARTICLE 10 GENERAL PROVISIONS**

**Section 10.01.** The Company agrees that on basic schedule workdays, it will not require employees to work outdoors in extremely inclement weather, unless such work is necessary to protect life or property or to maintain service. During such periods of extremely inclement weather, the Company may assign such employees to any work out of the weather. Nothing in this Section shall be interpreted as to deny the right of the Company to require meter readers, testers, installers, drivers and other persons occupying positions of similar type to work outdoors at any time at their normal tasks.

**Section 10.02.** No supervisor shall act in other than a supervisory capacity except in emergencies. This is not intended to prevent a supervisor from protecting life or property, giving occasional or emergency assistance or performing work for the purpose of instruction. However, the primary function of a supervisor is supervision and he/she is not to perform work which will eliminate an employee or interfere with supervision.

**Section 10.03.** Professional engineers and other employees with special experience, education or training, may be assigned work at different occupations within the bargaining unit in any Department as part of a training period. When employees in the bargaining unit are so assigned, they shall retain their rights in their regular status under this Agreement and their assignment shall not affect the rights of other employees under this Agreement. When employees not in the bargaining unit are so assigned, they shall neither be affected by provisions of this Agreement nor shall their assignment deprive other qualified employees of work.

**Section 10.04.** In the operation of Section 10.03, the number of employees included at any one time shall be not more than one percent of the total number of Company employees. No employee shall be kept in any one assignment for longer than one year or for longer than a total period of 5 years in all assignments included herein. The Company will inform the Union of the names of employees and the Departments to which they will be assigned.

**Section 10.05.** When the Company plans to install new or revised general work schedules which will affect the majority of the employees in an Occupational Group, it will post the new or revised schedules on the bulletin board for the Occupational Group affected. If the Company fails to post the notice for two (2) weeks before implementation of the new or revised schedules, employees whose schedules have been changed shall receive time and one-half on the first three (3) days of the changed schedule. If unforeseen circumstances make it necessary to extend a revised general work schedule beyond the date which was originally contemplated, the provisions of this Section shall not apply and the extension shall be treated as a change of schedule as provided for elsewhere in this Agreement.

**Section 10.06.** It is recognized that the Company has the right to have work done by outside contractors. Work normally performed as of the effective date of this Agreement, by employees

in the bargaining unit, will not be contracted out if it will result in the furlough or affect recall of employees in the bargaining unit who normally perform such work.

**Section 10.07.** The Company shall provide Union bulletin boards at the major work locations for the posting of official Union notices. The Company shall determine the number of bulletin boards required and the placement of such boards at the work locations. The Union agrees that it shall not post any notice that is derogatory or inflammatory or anything which is considered inappropriate as to Company-Union relations.

The locations of the existing Union Bulletin Boards are in the Company's response to Union information request #24. The replacement locks shall have one common key. The Union shall be provided 15 copies of the key.

**Section 10.08.** Any future agreements or memoranda of understanding during the term of this Agreement that are prepared by the Company and the Union, or any subdivisions thereof, shall require the signature or confirming signature of the Union President and the Manager of the department responsible for Labor Relations or their designated representatives.

**Section 10.09.**

(a) **Employment Qualifications** include, but are not limited to, the licenses, certifications, and examinations required by either the Company or by federal and/or state law for an employee to perform the essential duties and responsibilities of the position. Employees will be informed of the essential qualifications required for their positions.

(b) **Temporary Loss of Employment Qualifications** occurs when an employee knows or should have known that he/she has lost the essential qualifications required to perform his or her job for a period not exceeding one hundred twenty (120) calendar days.

(c) **Permanent Loss of Employment Qualifications** occurs when an employee knows or should have known that he/she has lost the essential qualifications required to perform his or her job indefinitely or for a period of more than one hundred twenty (120) calendar days.

(d) **Process if Loss of Qualifications.**

1. **Temporary Loss of Employment Qualifications:** When consistent with business needs, management may temporarily modify job duties affected by the temporary loss of essential employment qualifications or attempt to place the employee in an available full-time position for which the employee is qualified while the employee endeavors to regain his/her qualifications. If the Company, in good faith determines that temporary modification is impractical, or no such position is available, the employee will be placed on an unpaid leave of absence until the employee regains the qualifications necessary to perform his or her job. Where required by law, a temporary modification or unpaid leave of absence may be provided for more than one hundred and twenty (120) days. If during the one hundred and twenty (120) day period, the employee learns that the loss of qualifications will be indefinite or permanent, or in the event the employee is unable to regain qualifications, the procedure for permanent loss of employment qualifications will apply.

**2. Permanent Loss of Employment Qualifications:** Once it becomes known that an employee has an indefinite or permanent loss of an essential employment qualification(s) (as defined in this Article), the employee will be provided a reasonable period of time, not to exceed one hundred twenty (120) days, in which to obtain an alternative posted position within Pepco for which he or she is qualified. During the interim, management may temporarily modify job duties affected by the loss of employment qualifications or it may place the employee on an unpaid leave of absence. In seeking another permanent job within the Company, the employee is granted no special posting rights; the employee will be given whatever consideration his/her qualifications merit based on the Labor Agreement. If successful in securing an alternative position, the employee will transfer under the provisions of this agreement. If, by the end of the designated period, the employee's effort to secure a position is unsuccessful, his/her employment will be terminated.

- i. When Occupational Health Services (OHS) determines that an employee's loss of qualifications is due to a medical condition that prevents or restricts the employee from engaging in certain functions or activities, additional policies or other provisions of this agreement and/or laws may apply including, but not limited to, Family and Medical Leave Act, Americans with Disabilities Act, Drug and Alcohol policies, and/or company leave policies.
- ii. Employees with 15 or more years of service at the time of the loss, may request an additional sixty days (60) to obtain an alternative position. The request must be made prior to the expiration of the original 120 days, and the Company has the sole discretion to grant or refuse the extension.

**(e) Loss of Qualifications due to DUI.**

a) An employee who loses his/her driver's license or license(s), including a Commercial Driver's License (CDL), based on misconduct on or off the job, such as driving while impaired, may only be accommodated once during the course of his/her career. Such accommodation will be governed by paragraph (a) Temporary Loss of Employment Qualifications except that the leave or modification may extend for up to six months (180 days).

- i. If at the conclusion of the six months (180 days) the employee has not had his license(s) reinstated or obtained an alternate position which does not require a license(s) he or she will be terminated.
- ii. Employees with 15 or more years of service at the time of loss, may request an additional extension of up to 180 days. The request must be made prior to the expiration of the original six months/180 days and the Company has the sole discretion to grant or refuse the extension.

b) If any employee loses his/her license or licenses, including a Commercial Driver's License a second time, regardless of how much time has elapsed between losses, he/she will be placed on an unpaid leave of absence for a period not to exceed 90 days, during which time he/she may apply for alternative positions within PHI. In seeking another permanent job within the Company, the employee is granted no special bidding rights; the employee must be qualified and selected pursuant to the

terms of this agreement. If successful in securing an alternative position, the employee will transfer under the provisions of this agreement. If, by the end of the designated period, the employee's effort to secure a position is unsuccessful, the employee will be terminated.

c) An employee is required to make a timely report of his/her arrest, and, if they occur at separate times, the suspension/loss of license. Timely, is defined as notice to your supervisor not later than the start of your next shift. Failure to provide timely notice will (1) result in discipline and (2) render the employee ineligible for an accommodation.

(f) **Employees on Leave.** For employees absent due to injury or illness, Section 8.06(d) shall still be the controlling language.

### **ARTICLE 11 HOLIDAYS**

**Section 11.01.** For the term of this Agreement, the following days will be observed as uniform and fixed Company holidays:

- New Year's Day
- Inauguration Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Holidays falling on Sunday are observed on the following Monday, and holidays falling on Saturday are observed on preceding Friday. Back to back holidays falling on Friday Saturday will be observed on the preceding Thursday and Friday. Back to back holidays falling on Sunday and Monday will be observed on the following Monday and Tuesday.

**Section 11.02.** Except in calendar years when Inauguration Day is observed, each non-probationary employee will be eligible to select four (4) floating holidays in each calendar year (in addition to those fixed holidays in Section 11.01 above).

New hires will be eligible to select from one (1) to four (4) days for floating holidays based on the following schedule in their year of hire:

<i>Date of Employment</i>	<i>Floating Holidays</i>
Hired January 1 <sup>st</sup> through March 31 <sup>st</sup>	4 days (32 hours)
Hired April 1 <sup>st</sup> through June 30 <sup>th</sup>	3 days (24 hours)
Hired July 1 <sup>st</sup> through September 30 <sup>th</sup>	2 days (16 hours)
Hired October 1 <sup>st</sup> through December 31 <sup>st</sup>	1 day (8 hours)

In years where Inauguration Day is observed, each employee will be eligible to select three (3) floating holidays except when Inauguration Day is observed on the same day as Martin Luther

King's Birthday. In such event, employees will be eligible to select four (4) floating holidays. Each employee is required to request his/her floating holiday with at least 24 hours advance notice.

**Section 11.03.** The Company will, as far as practicable consistent with work requirements, permit such floating holidays to be taken at the time desired by employees, but determinations as to the total number of employees or any employees, the number of employees of a particular classification or at a particular location, the number and classification of employees of a particular working group, to be allowed off on a holiday at any time; and the make-up of working groups for holiday purposes, are reserved solely to the Company in order to ensure the orderly operation of the Company. When these determinations have been made by the Company and there is an opportunity of choice between two (2) or more employees, the employee with the highest classified seniority roster position shall have first choice of holiday time off.

**Section 11.04.** Employees normally scheduled to work on a designated holiday, or who are off duty as part of their regular schedule on a designated holiday, shall be paid a holiday allowance of a normal workday at their basic rate of pay and double time for all hours actually worked on the holiday. When January 1 (New Year's Day), July 4 (Independence Day), or December 25 (Christmas Day) are designated to be observed on a Monday or Friday through the operation of Section 11.07, employees who work on either the designated holiday or the actual holiday shall receive a holiday premium of double time for all hours actually worked on either day providing, however, that any employee who works both days will only be entitled to the holiday premium for the hours worked on the actual holiday.

**Section 11.05.** When Company requirements make it necessary for some but not all employees in any department to work on a holiday, the Company will indicate the number and classifications of employees needed and determine the length of time scheduled for each holiday shift based on business needs. Employees, beginning with the most senior employee (by classified seniority), will choose whether to work the holiday. Such choices will continue until the Company requirements are met. If after all department employees have been polled it becomes necessary to assign employees to work the holiday, such assignment will be by inverse classified seniority order. This process must be completed no less than forty-eight (48) hours prior to the holiday.

**Section 11.06.** An employee will be eligible for holiday allowance providing (1) he/she performs work or is on vacation in the pay period in which the holiday is observed, and (2) works as scheduled or assigned both on his/her last scheduled workday prior to and his/her first scheduled workday following the day on which the holiday is observed unless he/she has failed to so work because of sickness or because of death in the immediate family or because of similar good cause. Irrespective of the above, an employee on a Sickness Disability Case will not be paid holiday allowance unless the Company's medical consultant (internal or external) determines that the employee was able to return to work on or before the holiday and would have been released to return at that time but for the holiday. An employee who is scheduled to work on a holiday, either on regular shift or overtime, but who fails to report to work, will not be paid holiday allowance.

**Section 11.07.** When any of the holidays referenced in Section 11.01 of this Article fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. In addition, when a holiday falls outside an employee's normal workweek then it shall be observed for that employee during

his/her normal workweek on the day adjacent to, or reasonably proximate to (as determined by the Company), the holiday. For example, if an employee is scheduled to work a Tuesday through Saturday schedule and the holiday falls on Monday, the employee will observe the holiday on Tuesday during his/her normal workweek.

**Section 11.08.** Holidays to be selected under Section 11.02 of this Article shall not be carried over from one contract year to the next. The Company may deny any employee his/her holiday observance when in its discretion the employee cannot be spared. If the employee has a holiday schedule approved, but later denied by the Company, the employee shall have a choice of selecting another holiday or being paid for the holiday under the provisions of Section 11.04 of this Article.

## ARTICLE 12 VACATIONS

**Section 12.01.** Eligibility for vacation during the calendar year in which an employee is hired shall be provided as follows:

<u>CONTINUOUS SERVICE</u>	<u>MAXIMUM VACATION ALLOWANCE</u>
Hired before July 1	3 days after 60 calendar days
Hired on or after July 1	0 days

**Section 12.02.** In the year following an employee's hire, he/she shall be entitled to vacation based on when in the prior year he/she was hired based on the following schedule:

<u>CONTINUOUS SERVICE</u>	<u>MAXIMUM VACATION ALLOWANCE</u>
Hired before July 1	2 weeks on January 1
Hired on or after July 1	1 week on January 1 and an additional week on July 1

For example, an employee hired in March 2019 will be entitled to two (2) weeks of vacation on January 1, 2020 providing he/she met the eligibility requirements set forth in section 12.06 (1,000 hour rule). An employee hired on or after July 1, 2019 would be entitled to one (1) week of vacation in on January 1, 2020 and a second week on July 1, 2020 providing he/she met the eligibility requirements set forth in section 12.07 (140 hours per month rule).

**Section 12.03.** An employee's vacation allowance for any calendar year under the tables set forth below will be determined by length of continuous service as of December 31 of the current year.

For employees hired before 1-1-05, maximum allowances are as follows:

<u>CONTINUOUS SERVICE</u>	<u>MAXIMUM VACATION ALLOWANCE</u>
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks
30 years	6 weeks

For employees hired on or after 1-1-05:

Beginning January 1, 2023, vacation days are accrued pro-rata on a weekly basis throughout the course of the year during active employment. Employees, however, are permitted to take their vacation prior to accruing it. In the year that an employee separates, or retires from the Company, the employee will only be paid for vacation they have accrued as of the employee's retirement or separation date. If an employee has used more vacation than they have accrued at the time of separation or retirement from employment, the employee will be required to repay the Company for the vacation time that had not been accrued.

Employees receiving benefits under the Company's short-term disability or on a paid leave of absence will be eligible to accrue vacation. Employees who are on long-term disability or on unpaid leave of absence are not eligible to accrue vacation.

One (1) day is equivalent to eight (8) hours.

Effective January 1, 2023, employees hired on or after 1-1-05 are eligible to accrue vacation in accordance with the following schedule:

<b><u>Vacation Annual Accrual Schedule</u></b>	
<b><u>CONTINUOUS SERVICE</u></b>	<b><u>MAXIMUM ANNUAL VACATION HOUR ACCRUAL</u></b>
1-4 years	88 hours [11 days]
5-9 years	120 hours [15 days]
10-19 years	160 hours [20 days]
20-29 years	200 hours [25 days]
30+ years	240 hours [30 days]

An employee's Maximum Annual Vacation Hour Accrual for a calendar year is determined based on completed years of service to be attained during that calendar year based on the anniversary of the employee's service date.

New hires are eligible to accrue a pro-rated amount of the vacation accrual schedule above based on their date of hire.

**Section 12.04.** No employee may have a Maximum Vacation Allowance in excess of the allowance provided for his/her period of continuous service.

**Section 12.05.** The amount of vacation pay will be based upon the employee's normal workweek at the regular basic straight time rate exclusive of any premiums, overtime or other remuneration.

**Section 12.06.** Maximum allowances will be payable to employees who have worked 1,000 hours or more during the preceding calendar year. Employees with less than 1,000 hours of work in such year will not be eligible for any vacation allowance. Compensation paid to an employee for hours not worked on a regularly-scheduled workday shall not be considered toward the 1,000 hours of work unless specifically provided for in this Agreement.

**Section 12.07.** Employees with less than six (6) months of continuous service shall be eligible for their maximum allowances if they have worked a minimum of one hundred forty (140)



hours in at least one month. All hours, including overtime hours of paid compensation will be counted towards establishing vacation eligibility.

**Section 12.08.** An employee who is off work due to an on-job injury and thereby cannot meet the 1,000 hour requirement for an earned vacation shall be entitled to a vacation based on his/her continuous Company service in the calendar year when the employee is released by the Company's medical consultant (internal or external) to return to work on a full-time basis.

**Section 12.09.** Any employee who leaves the Company's employment for any reason shall be paid for any unused vacation eligibility in effect at the time of leaving employment. Upon the death of an employee such eligibility shall be paid to his or her estate.

**Section 12.10.** An employee whose employment terminates for any reason will not be paid a proportionate vacation allowance for any time worked in that calendar year.

**Section 12.11.** The Company will, as far as practicable consistent with work requirements, permit vacations to be taken at the time desired by employees, but determinations as to the total number of employees or any employees, the number of employees of a particular classification or at a particular location, the number and classification of employees of a particular working group, to be allowed on vacation at any time; the time within which vacations may be taken; and the make-up of working groups for vacation purposes, are reserved solely to the Company in order to ensure the orderly operation of the Company. When these determinations have been made by the Company and there is an opportunity of choice between two (2) or more employees, the employee with the highest seniority roster position shall have first choice of vacation time made available.

**Section 12.12.** When employees are requested to state vacation preferences preparatory to the Company's establishing vacation schedules, an employee who divides his/her vacation allowance into more than one period may apply his/her seniority preference as provided above to only one period, and he/she shall not have another selection opportunity until all other employees with whom he/she is concerned for vacation purposes have had the opportunity of selecting a vacation period.

**Section 12.13.** It is agreed that vacations shall normally be scheduled to be taken in periods of one full week or more. Shorter periods of vacation may be allowed, however, in the discretion of the Company, for special circumstances when approved in advance of the day or days for which vacation allowance is requested. In such cases, vacation is generally expected to be taken in increments of no less than one-half day; however, on an annual basis, up to 12 hours may be taken in hourly increments.

**Section 12.14.** Employees are considered to be on vacation at the end of their last scheduled workday; or, if they continue on duty for overtime work, at the time they are released from such overtime work. Employees are considered to be returned from vacation when they report to work at the beginning of their first regular scheduled shift after scheduled vacation days.

**Section 12.15.** Vacations shall not be carried over from one year to the next except as herein permitted.

**(a)** If an employee has not used his/her full vacation allotment by the end of a calendar year, then up to two (2) weeks of the remaining balance will automatically be carried over into

the next year. All carryover vacation must be used by the end of that year or it will be forfeited.

- (b) When an employee takes vacation, any carryover vacation hours will be deducted from the employee's vacation balance before any deductions related to the current year's vacation entitlement. In other words, vacation hours will be deducted on a first-in, first-out basis.

**Section 12.16.** Legal holidays as set forth in Article 11 which fall on scheduled vacation days shall be considered as holidays and not as days of vacation. The additional day of vacation resulting in these cases may not necessarily be taken as continuation of the same vacation period but will be allowed at the convenience of the Company.

**Section 12.17.** When an employee is disabled because of sickness disability and qualifies for Sickness Disability Allowances; or is disabled due to an occupational injury; or is called up on a military emergency, and any such event occurs prior to the time for the employee's vacation to begin, the employee may request a postponement of vacation. Any such postponed vacation may be rescheduled by the Company at anytime during the same calendar year. If it is not practicable for the Company to reschedule the vacation during the same calendar year, the Company shall have the option of allowing such vacation in the following calendar year.

**Section 12.18.** As to vacation eligibility, all hours, including overtime hours, of paid compensation, except sickness disability, will be counted toward establishing vacation eligibility.

### **ARTICLE 13 SICKNESS DISABILITY ALLOWANCES**

**Section 13.01.** Employees shall be eligible for sickness allowances as provided herein. Sickness is defined as the non-occupational illness or injury of the employee, the illness or injury of a covered family member as limited herein, or preventative medical care of the employee or covered family member as limited herein; care if the employee or covered family member is a victim of stalking, domestic violence, or sexual abuse provided, that the absence is directly related to social or legal services pertaining to the stalking, domestic violence, or sexual abuse, as limited herein; and, with respect to the Workers' Compensation Supplement, injury arising out of or in the course of employment by the Company for which compensation will be paid under the provisions of the Workers' Compensation Act.

**Section 13.02. Annual Sick Days and Sick Leave Bank.** Eligible employees absent due to sickness shall be paid at their regular basic rates for absences occurring on their regular workdays, assuming proper report is made and assuming medical certification is timely furnished if required under Section 13.03 and assuming the employee has balances available under this Section. Such payments will begin on the first workday of absence except as provided below:

**(a) Annual Sick Days or Family Illness**

Each January 1, employees shall receive five (5) annual sick days that may be used for an employee's own sickness or the sickness of a covered family member as defined below. New hires shall have their annual allotment prorated as set forth below. For purposes of sickness disability allowances, one (1) annual sick day is equal to eight (8) hours.

1. Covered Family Member shall be limited to children (biological, adopted, foster, stepchild, child for whom the employee has legal or physical custody or guardianship, and a child for whom the employee stands *in loco parentis*); spouses of siblings, spouses of children; spouse or domestic partner; parents (biological, adoptive, foster, and step-parent of the employee or the employee's spouse, legal guardian, and an individual who acted as a parent or stood *in loco parentis* to the employee or employee's spouse); siblings (biological, adopted, foster, step-sibling of the employee), grandchildren (biological, adopted, foster, or step-grandchild of the employee) and grandparents (biological, adopted, foster, step-grandparent of the employee).
2. Employees hired after the start of the year shall receive Annual Sick Days based on their start dates as set forth below:
  - i. Start on or before July 1: 5 days
  - ii. Start after July 1: 3 days
3. If the employee or Covered Family Member is a victim of stalking, domestic violence, or sexual abuse, the employee may use Annual Sick Days provided that the absence is directly related to social or legal services pertaining to the stalking, domestic violence, or sexual abuse, to: (a) Seek medical attention for the employee or the employee's family member to recover from physical or psychological injury or disability caused by domestic violence or sexual abuse; (b) Obtain services from a victim services organization; (c) Obtain psychological or other counseling; (d) Temporarily or permanently relocate; (e) Take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence or sexual abuse; or (f) Take other actions to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or to enhance the safety of those who associate or work with the employee.
4. Unused sick days at the end of the year shall be carried over into employees' Sick Leave Banks except as provided below.

**(b) Sick Leave Bank Days**

1. Unused Annual Sick Days shall be carried over into the subsequent year as Carryover Days, at the rate of one (1) day for every full unused sick day, subject to a maximum of fifty (50) days in the Sick Leave Bank and may be used during the first ten (10) days of any sick leave absence as described in Section 13.02(a) above. Fractions may also be carried over on an hour-for-hour basis.
2. Employees who have in excess of 50 days in their Sick Carryover Bank at the time of ratification of this agreement shall be permitted to keep such days in excess of 50 in their Sick Carryover Bank as Excess Carryover Days starting in January 1, 2020. These Excess Carryover Days will be the first days to be used following the employee's use of Annual Sick Days during the first ten (10) days of any absence.

3. When the employee's Sick Leave Bank (including current year Annual Sick Days and Carryover Days and excluding Excess Carryover Days) exceeds fifty (50) days at the end of a calendar year, the Company shall pay the employee for each unused Sick Leave Bank Day over and above fifty (50) days at a rate of one hundred percent (100%) of the employee's base rate as of the end of that year. Fractions of a day in excess of 50 days will also be paid out at the employee's base pay rate. Payments shall be made by the end of first quarter following the year when the employee's unused Sick Leave Bank is in excess of fifty (50) days at the end of the calendar year. Days identified as Excess Carryover Days in accordance with Section 13.02(b)2 are excluded from this annual payout process.

Example: An employee has 52 unused Sick Leave Bank Days on December 31, 2021 and no Excess Carryover Days. This means the employee will retain 50 Carryover Days in the employee's 2022 Sick Leave Bank and the company will pay out the employee for two days (the days in excess of 50) by the end of the first quarter of 2022. On January 1, 2022, the employee will receive five (5) additional Annual Sick Leave Days and the employee's Sick Leave Bank total on January 1, 2022 will be 55 Sick Leave Bank Days (the 2022 Sick Leave Bank does not include the two Carryover Days from 2021 that are in excess of 50 and will be paid out by the end of the first quarter of 2022),

**(c) Use of Sick Leave Bank**

1. An employee's Sick Leave Bank is a combination of Annual Sick Days, Excess Carryover days as described in Section 13.02(b)2 and Carryover Days consistent with this Article.
2. An employee must be absent for a period of 10 consecutive working days (80 hours) due to a Sickness before an employee is eligible for short-term disability benefits for such Sickness (the STD waiting period). Typically, an employee shall use Sick Leave Bank Days during such STD waiting period. An employee whose Sick Leave Bank is exhausted shall not be eligible for additional Sickness payment until the eleventh consecutive workday of an absence in which case an employee shall be eligible for short-term disability benefits as described in Section 13.05. The STD waiting period applies to all absences for Sickness during a calendar year.

**(d) Resignation and/or Termination of Employment**

An employee who dies or terminates employment (i.e., retires, takes a severance, voluntary resigns or is laid off) shall be paid at one hundred percent (100%) of the employee's regular basic rate then in effect, for all unused days in his/her Sick Leave Bank. Payments for unused days in an employee's Sick Leave Bank shall not be considered pension or 401(k) plan eligible earnings. Employees who are terminated for cause shall not be paid for any days in their Sick Leave Bank.

**Section 13.03. Medical Certificates.** Absences due to sickness disability of two (2) days or less, whether compensated or not, need not require medical certification as to the employee's inability to report to work; however, upon advance notice for the next occurrence of absence,

medical certificates may be required when the Company feels the employee's attendance record warrants such. In addition, based on an individual triggering event, the Company may require an employee to provide medical certification for a specific absence so long as the request is made prior to the employee's return to work. Absences of more than two (2) days shall require reasonable certification of the need for leave, including but not limited to medical certification. When a medical certificate is required, it should be presented to the Company upon the return to work, but in no case later than three (3) working days after the employee returns to work. The Company may have an employee or other persons (not a member of the bargaining unit) visit absent employees and may require medical examinations by physicians.

**Section 13.04. Reporting Off Work, Providing Medical Documentation and Communicating with OHS.** When an employee is to be absent due to illness or injury, the employee must report off consistent with the Company's absence reporting policy, which the Company reserves the right to change. Further, in accordance with Section 13.03 above, the employee must comply with requests by the Company or its vendor for appropriate documentation to certify absences, including medical documentation. Such documentation will typically include diagnosis, prognosis, treatment plan and return to work plan. Failure to provide appropriate documentation in accordance with this Article, as determined by the Company, may result in sick pay being withheld or denied and possible disciplinary action depending on the situation. Employees are expected to report sick absences before the start of their shift barring mitigating circumstances. Further, employees must communicate with Occupational Health Services (OHS) as OHS determines necessary. More complicated or serious conditions may require more intensive and frequent communication with the employee or the employee's health care provider and more information regarding the case may be required.

**Section 13.05. Short Term Disability Schedules**

- (a) An employee whose absence extends more than ten (10) days (eighty (80) hours) of work shall thereafter be eligible, under the Short-Term Disability Schedule set forth below, to be paid at his/her regular basic rates provided proper report is made and a medical certificate attesting to his/her sickness is presented to the Company that is acceptable to OHS. When an absence exceeds 10 working days (eighty (80) hours), it will be covered under the following schedule beginning on the 11th consecutive workday of the absence. These benefits are only available when an employee is sick or has a non-occupational injury and shall not apply to family illnesses. If an employee has exhausted his/her Sick Leave Bank Days, he or she may use any other available paid leave during this waiting period.
- (b) Employees hired on or after 1/1/2020 and employees with less than 30 years of service prior to 1/1/2020 will receive 100% replacement of their base pay for the first twelve (12) weeks of eligible short-term disability. Pay replacement then decreases to 70% of their base pay for the final weeks of eligible short-term disability (coverage continues through the employee's 26<sup>th</sup> week of disability). During the annual enrollment period, employees may purchase supplemental STD coverage that will provide 100% base pay replacement for the full STD period.
- (c) Employees with at least 30 years of service prior to 1/1/20 will receive 100% replacement of their base pay for up to 24 weeks of eligible Short-Term Disability.

**Section 13.06. Medical Examinations/Remedial Measures.** The Company reserves the right to require a medical examination by a physician or medical professional of its own choosing. Employees shall endeavor to follow remedial measures recommended by their physician as appropriate given his or her disability and must permit reasonable examinations and inquiries by the Company's authorized medical representative as, in its judgment, may be necessary to ascertain the employee's condition. All costs for any Company-required medical examination will be borne by the Company. If the employee is directed to see his/her personal physician because of a detected health issue those costs shall be borne by the employee.

**Section 13.07. Restoration of Short-Term Disability (STD) Balances.** An employee once again becomes eligible for 24 weeks of Short-Term Disability (STD) benefits for an illness/condition once an employee returns to work from such illness/condition for thirty (30) consecutive calendar days on a full-time basis, provided that the employee had not exhausted his/her entire STD benefit.

Any employee who uses his/her entire period of STD for an illness/condition must return to work and not be absent for same or related diagnosis for one (1) full year in order to again be eligible for STD benefits for such illness/condition. If the employee is unable to work due to such illness/condition prior to the one (1) year, they may use any available unused Annual Sick Days or be determined eligible for LTD coverage; otherwise, the absence will be unpaid. If the employee returns to work, the STD benefit is restored for that illness/condition after one year.

If an employee is absent for an unrelated illness/condition, as approved by OHS, the employee will be eligible for full STD benefits for such unrelated illness/condition despite having depleted such benefits for an unrelated diagnosis.

Should an employee, with a chronic condition, exhaust their entire Short-Term Disability (STD) balance, but not qualify for LTD, such balance will reset on January 1 of the following year, providing the employee is not on Short-Term Disability as of that January 1. In such cases, Short-Term Disability schedule will be restored upon his/her return to work.

After a medical examination of any employee, who has been absent on account of sickness disability for any length of time, by a physician selected by the Company, and the physician's report states that the employee is able to return to work, and such employee fails to do so, no further payments or allowances will be made on account of such sickness disability and said report shall be conclusive and final. However, if the employee informs the Company's physician of the date on which the employee's physician has advised the employee to return to work, and the Company's physician does not agree, then the Company's physician shall make a reasonable effort to consult with the employee's physician before issuing a report.

**Section 13.08. Ineligibility for Sickness Allowances.** No employees shall receive any sickness allowance when the following conditions exist:

- (a) During any period for which salary or wages are eligible to be paid by the Company.
- (b) During any period for which an employee is receiving retirement payments from a Company plan.
- (c) When the disability is caused or results from an intentionally self-inflicted injury or other general acts of misconduct.

- (d) The employee is on furlough or while suspended from duty.
- (e) The employee is on vacation (unless OHS agrees to convert vacation to sick leave in cases where the employee incurs a significant and documented illness or injury while on vacation).
- (f) Proper notice of sickness disability is not provided to the Company, as outlined in Section 13.04, barring mitigating circumstances. Reasonable rules governing time and place of notice may be promulgated by OHS or the Company, depending upon the operating conditions existing in each area. When proper notice is not given, allowances shall not begin until such notice is given.
- (g) After a medical examination or review of medical records of any employee, who has been absent on account of sickness disability for any length of time, by a physician or a health care professional selected by the Company (internal or external), and the physician or health care professional determines that the employee is able to return to work, and such employee fails to do so.
- (h) The illness or injury is the result of the employee's working for an employer other than the Company or self-employment for gain.
- (i) An employee is off work due to cosmetic surgery unless the surgery is medically required.
- (j) The employee travels outside of the treatment area without permission of the Company.
- (k) The employee fails to provide a signed Release of Information pertaining to the related illness or injury and satisfactory evidence of disability, as determined by OHS, in its discretion.
- (l) An employee fails to provide timely or sufficient information or when the employee fails to communicate with OHS on a timely and appropriate basis.
- (m) When, upon the occasion of a visit to the employee by a nurse or other employee or person (not a member of the bargaining unit) he/she is found not to be home and cannot furnish a satisfactory explanation of his/her whereabouts.

**Section 13.09. Payment of Benefits Under this Article.** Sick payments will only be made to employee pursuant to the terms and conditions of this Article.

**Section 13.10. Long-Term Disability.** Where the sickness of an employee is such as to amount to permanent disability, or to indicate a more or less permanent absence from the service of the Company, the Company reserves the right to arrange to have the employee, if eligible, placed on Long Term Disability, in which event all payments herein provided shall be exhausted before such action is taken. Any allowance herein provided for shall in no way affect the right of the Company to sever the connection of an employee from the service of the Company for just cause.

**Section 13.11. Subrogation.** In the event an employee is paid Sickness Disability Allowance due to an injury caused by some person other than the Company or such injured employee, the Company may after a reasonable time pursue the subrogated rights of such employee against such third party up to the extent of the amount it has paid to the employee as Annual Allowance Days, Sick Leave Bank Days, or Short Term Disability Allowances, if the injured employee does not pursue his/her remedy for damages. In addition, in the event the employee pursues his/her remedy against such third party and receives a judgment or decree or settlement from such third party, the Company shall under its rights of subrogation be notified and will be entitled to participate in such judgment or decree or settlement up to the extent of the amount it has paid to the employee as Annual Allowance Days, Sick Leave Bank Days, or Short Term Disability Allowances. The Company will not exercise its rights of subrogation where doing so would leave the employee without any recovery. Further, under this Section, the Company will not be entitled to more than thirty-three and one-third percent (33 1/3%) of any settlement. If the Company receives a settlement, to the extent of the amount it has been paid, the employee shall have his/her Annual Allowance Days, Sick Leave Bank Days, or Short Term Disability Allowances restored to the extent used.

**Section 13.12. Right to Discipline.** It is understood that none of the provisions of this Article shall in any way limit the Company's right to discipline employees for excessive absenteeism or misrepresentation of injuries, ailments, or physical condition. While off for Sickness, employees are prohibited from working for another employer.

Notwithstanding the above, employees absent due to Sickness will not be disciplined for excessive absenteeism for using the first two Annual Sick Days in any given year.

**Section 13.13 Bridging.** In some situations, the OHS may unilaterally elect to bridge absences as one occurrence based on Company policy or procedure, which it reserves the right to make reasonable changes to. If an employee's initial absence is at least five (5) days, a disability will be considered a relapse of a previous disability if OHS determines that an employee has an absence for the same or a related condition within thirty (30) days after the employee had returned to work.

**Section 13.14 Chronic Condition.** If an employee is disabled because of a chronic, serious medical condition that requires planned out (but not consecutive) absences – for example, dialysis – such employee will only have to satisfy one waiting period (eighty hours) per year for absences caused by such condition. To be eligible under this provision, the employee's treatment plan must be submitted and approved by Occupational Health Services.

**Section 13.15. Workers Compensation Supplement.** When an employee who sustains a work-related injury and who meet the eligibility provisions and other conditions set forth in this Article, they shall be paid supplemental benefits under this Article to the extent otherwise eligible. Since Workers' Compensation benefits are tax free, the sick benefits paid under this Article shall represent the approximate difference between the value of compensation employees receive under the applicable Workers Compensation law and the net pay employees would receive under the provisions of this Article for their pay grade and step. Accordingly, the Supplement eligible to be paid, in conjunction with Workers Compensation benefits paid, shall bring the employee up to approximately 82% of their basic pay rate for the workweek and/or day(s) in question. An employee shall be eligible for a maximum of twenty-six (26) weeks of Supplement in any calendar year after which the Supplement shall be exhausted until the employee has returned to work for a period of at least twelve (12) months. When an employee with a work-related injury receives



benefits under this Article, his/her Annual Sick Allowance Days, Sick Leave Bank Days and Short-Term Disability balances shall not be affected.

**Section 13.16.** Based on the sickness allowances set forth herein, the parties waive any applicable sick and/or safe leave law and/or other paid leave law to the extent permitted by law.

## **ARTICLE 14 LEAVE OF ABSENCE**

**Section 14.01.** Employees will be excused with pay for absence on scheduled workdays upon the occasion of a death as follows:

- (a) Between, and including, the day of death and the day of the funeral of a father, mother, foster father or mother, husband, wife, domestic partner, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandson, granddaughter, grandfather, grandmother, stepfather, stepmother, stepchild with a maximum of four (4) working days except in cases where the funeral is 200 miles or more from the employee's residence and the employee attends the funeral. In cases where the funeral is 200 miles or more from the employee's residence, the employee will get one additional day.
- (b) For one day on the day of the funeral to attend the services for a, stepbrother, stepsister, foster child, half brother or half sister.
- (c) In the event relatives listed in Section 14.01(b) were living in the household of the employee at the time of death, the allowance of Section 14.01(a) shall apply.
- (d) The allowances of this Section shall apply only to employees regularly at work and shall not apply to employees absent because of sick leave, leave of absence for any reason, layoff, furlough, disciplinary action, or any permitted absence exclusive of vacation.

**Section 14.02.** When regular employees are selected to serve as jurors in the jurisdiction of their residence and are required to be absent from work on regular scheduled workdays because of jury duty, pay at their basic rate shall be continued during such absences and they may retain any fees paid to them for jury duty. The work schedules of shift workers will be revised when necessary so that they will not be assigned to night work on normal jury duty days. Employees shall notify their supervisors promptly after receiving notice of jury duty summons and shall obtain such certifications regarding hours and days of jury duty as may be required by the Company. Employees shall report for work whenever they are not actually serving as jurors during their regular scheduled workdays unless otherwise instructed by their supervisors. Continuation of pay as provided herein shall not be allowed more than once in two consecutive calendar years unless the individual is unable to be excused from serving on jury duty.

**Section 14.03.** Any employee subpoenaed as an innocently involved witness in a federal, state or local government judicial proceeding shall lose no pay thereby.

**Section 14.04.** Employees who are called to active duty or enlist in the U.S. Armed Forces shall be granted leaves of absence for their initial tour of duty or initial enlistment period. If such employees return to work within 90 days of their separation or discharge from military service, their continuous service with the Company shall not be broken. Unless otherwise required by law, all employee benefits shall be suspended during the period such employees are on active duty.

**Section 14.05.** Employees who are called to temporary, short term active duty in the National Guard or Reserve due to a declared emergency or regular encampment shall be granted a leave of absence on request. The Company will compensate employees during such leaves for the difference between the employee's base military pay, excluding any allowances, and the employee's base pay rate in the Company, providing employees promptly submit official military documentation as to military pay received for the period of the emergency or regular encampment.

**Section 14.06.** An employee who has worked for PEPCO for at least one (1) year may make a request for a leave of absence under local and/or federal family and medical leave laws provided the employee has worked the requisite number of hours in the preceding twelve (12) months. A request for leave must be made in writing specifying the reason for such leave (including any requested supporting documentation), the date the leave is expected to commence and the date the employee expects to return to work.

**Section 14.07.** An employee may request a personal leave of absence without pay for a period up to four (4) months providing such request is made in writing stating the reason for such leave, the date the leave is to commence, and the date the employee will return to work. Such leave requests shall be submitted to the employee's department head and shall require the approval of the employee's Vice President or Director and the Vice President who is responsible for the Human Resources function in Power Delivery. Depending on Company operating requirements and reasons for requested leaves of absence, the Company shall be the sole determiner as to whether a leave of absence is granted. If the employee does not return to work on the approved return date, his/her employment with the Company shall be terminated. Personal leaves of absence shall not be renewed or extended beyond the approved return date except in cases of demonstrated hardship and only on the approval of the employee's Vice President or Director and the Vice President who is responsible for Human Resources in Power Delivery. No leave will be granted to accept employment with another organization or to be self-employed. No more than one (1) leave of absence (four (4) months maximum) will be granted within any continuous eighteen (18) month period. Before beginning such a leave of absence, an employee must take all vacation to which he/she is then entitled.

**Section 14.08.** Any employee who is duly elected to a federal, state, or local government position which requires such employee to be absent from the Company on a full-time basis, may request a leave of absence without pay for a period not to exceed the first term of office.

**Section 14.09.** Employees granted leaves of absence under Section 14.06 shall maintain the applicable group medical and group dental plan coverage as if they had continued working. In the event the employee is a member of a medical plan requiring an employee contribution, the employee must timely forward the appropriate contribution to the department responsible for employee benefits each month to continue coverage. Group life insurance may be continued under the terms described in Section 14.10.

**Section 14.10.** Employees granted leaves of absence under Sections 14.07 and 14.08 shall have the coverage of the following benefit plans continued to the end of the month in which the leave commences:

Life Insurance  
Medical

Dental  
Vision (effective 1-1-15)

If the employee desires to obtain continued coverage under these programs after the period specified above, such employees shall pay the full monthly cost of the benefit plan premiums or contributions up to and including the month in which the employee returns to work from his/her leave of absence. Full monthly cost shall include both employee and employer premiums or contributions. Such payments shall commence and be submitted to the Department responsible for benefits by the first day of the month following the periods specified above and by the first day of any succeeding months of the leave of absence. Failure to make timely payments as prescribed shall cause the immediate cancellation of the program coverage. Regarding the General Retirement Plan, employees on a personal leave of absence under Section 14.07 shall maintain their benefit accrual without having to pay any additional cost. Employees on leave under Section 14.08, however, must make contributions to continue benefit accrual during their leave. If an employee taking a leave under Section 14.08 does not desire to make contributions to the General Retirement Plan during a leave, contributions to the Plan will be suspended during the leave of absence and be resumed when the employee returns to work.

**Section 14.11.** Employees who return from a personal leave of absence prior to or on the approved return date will be reinstated in their former position at their former rate of pay and will retain their position on the seniority roster.

**Section 14.12.** A regular employee who is elected or appointed to a full-time official position in Local Union #1900 shall be granted a leave of absence without pay by the Company for the term of such elected or appointed office. In conjunction with such leave, the following will apply:

- (a) The President of Local Union #1900 shall give written notice to the Manager responsible for handling Labor Relations stating the name of the employee to be granted leave, the date such leave will commence, and the name and term of office involved.
- (b) The Company shall make no wage payments to the employee during the term of leave of absence; however, the Company will continue the employee's coverage under certain benefit plans listed below, provided that Local Union #1900 reimburses the Company for the full cost of premiums or contributions (employee-employer) currently in effect for such plans. Such reimbursements shall be forwarded monthly to the department responsible for benefits. The benefit plans subject to such continuation are as follows:

- Medical
- Life Insurance
- General Retirement Plan
- Long Term Disability
- Dental
- Vision (effective 1-1-15)

Local Union #1900 shall be responsible for providing Workers' Compensation coverage for any employee who is on leave of absence under this Section 14.12.

- (c) An employee on leave shall continue to accrue all seniority rights during the term of office with Local Union #1900 and shall, upon expiration of such leave, be reinstated in his/her former job classification at the former work location if he/she is physically qualified to

perform the work. It is understood that an employee on leave for Union business forfeits any promotional opportunities in the Company which occur during such leave of absence.

## **ARTICLE 15 LIMITED SERVICE**

**Section 15.01.** When (a) an employee with ten (10) or more years of continuous service is unable to perform the regular work of his/her classification because of a disability resulting from a non-occupational illness or injury, or when (b) an employee, with 5 or more years of continuous service, is unable to perform the regular work of his/her classification because of a disability resulting from an accident on the job, the Company may invoke the provisions of this Article by giving written notice to the employee, copy to the Union. Such notice shall state that the employee may bid into any available job he/she can do within the limits of his/her disability and shall have his/her pay protected to the extent set forth in the applicable provision of this Article. It shall also state that the Company will endeavor to place him/her in any available job classification where, in the Company's opinion, the employee can be productive taking into account his/her previous experience, education and the limits of his/her disability.

In fulfilling its obligation under this Article, the Company may place employees without regard to the posting, seniority or other selection requirements of Article 8; however, such placement shall be discussed in advance with the Union.

**Section 15.02.** If the disability referred to in Section 15.01 results from a non- occupational illness or injury, the employee's rate of pay shall be determined as follows:

- (a) If the employee has completed twenty (20) years of continuous service, his/her rate of pay will be grandfathered, that is, he/she shall continue to be paid at the same step and pay grade that the employee was receiving at the time he/she was informed in writing of the Company's intention to invoke the provisions of this Article and shall be eligible for future general wage increases.
- (b) If the employee has completed fifteen (15) years of continuous service, his/her rate of pay will be red-circled at the time of transfer, that is, the employee's rate of pay shall be frozen and he/she shall not be eligible for future general wage increases until the rate of his/her new classification exceeds his/her red-circle rate.
- (c) If the employee has completed less than fifteen (15) years of continuous service, his/her rate of pay will be the rate established for the work he/she is to perform.

**Section 15.03.** When the disability referred to in Section 15.01 results from an accident on the job which was promptly reported and was not the result of a willful or deliberate act by the employee, the employee's rate of pay shall be in accordance with Section 15.02 of this Article.

**Section 15.04.** Employees in limited service status who become subject to a reduction under the terms of Article 9 shall first have their status reviewed under the terms of this Article including classification and seniority.

**Section 15.05.** When an employee is to be changed to, or from, limited service, the case will be discussed with the Union and his/her seniority status decided by mutual agreement.

**Section 15.06.** Future status of an employee's ability to return to his/her former job or a job of higher classification shall be subject to review at anytime the employee's condition improves to allow such consideration. If the employee is found to be capable of performing the duties of his/her former job as determined by the Company's medical consultant (internal or external), he/she shall be returned to the job in question assuming there is a vacancy. Concerning a job in a higher classification or a job in another Occupational Group, if the employee is found to be capable of performing the duties of such job as determined by the medical consultant (internal or external), the employee shall be given consideration on the next job vacancy.

**Section 15.07.** All employees are expected to actively bid on other jobs after being placed on Article 15. To facilitate placement into an appropriate job, the Company may conduct a functional or vocational assessment of any employee placed on Article 15. While an employee is on Article 15, the Company shall endeavor to place him/her as set forth in Section 15.01 above.

## **ARTICLE 16 SUSPENSION AND DISCHARGE**

**Section 16.01.** The maintenance of discipline is the responsibility of the Company and to that end the Company may discipline employees for cause. A copy of all disciplinary actions issued to Bargaining Unit employees will be forwarded to the Union. The Company will also provide a list to the Union each month of the employees who have been disciplined along with what level of discipline the employee received.

**Section 16.02.** In the event the Company believes that a Bargaining Unit employee's problems regarding work performance, conduct & safety, or attendance appears to warrant discharge, a meeting will be scheduled for that employee before his/her Director (or designated representative); other Company representatives may also be present.

- (a) The employee and the Union will be notified, in writing, at least two (2) days prior to the meeting. The notification will include the date and time of the meeting, a statement describing the employee's performance problem(s), and a statement to the employee advising of his/her right to Union representation (also included will be the Union's telephone number).
- (b) The Union office will be notified as soon as reasonably possible when an employee is notified of the meeting.
- (c) The purpose of the meeting is to assure that an appropriate decision is made regarding the Bargaining Unit employee's continued employment with the Company. A representative of the Union may attend that meeting. If desired, the employee may allow that Union official to represent him/her at that meeting. During this meeting, all parties will make all relevant facts available. Further, the Company may allow witnesses with relevant information to testify at the meeting.
- (d) After the meeting, and after the Company has completed any additional investigation that it deems appropriate, the employee will be advised, in writing, of the Company's final determination. A copy of that determination will be forwarded to the Union. It is understood that employees will remain at work pending the Company's final determination unless that employee has been placed on Crisis Suspension or Excused With Pay.

**Section 16.03.** In the event a Bargaining Unit employee is placed on Crisis Suspension, the Company will endeavor to assure that a Steward is present when the employee is notified. In the event a Steward is not available, or it is impractical to have a Steward present, the management representative who places the employee on Crisis Suspension is responsible for ensuring that the Union office is notified as soon as possible. Additionally, the employee will be provided with the Union's telephone number.

(a) It is understood and agreed that a Crisis Suspension does not necessitate a meeting before the employee's Director (or designated Representative) unless that suspension is expected to be converted to discharge. However, in the event a Crisis Suspension extends past ten (10) days, the Union shall have the right to request a meeting. In the event of such request, the parties shall, within two (2) days, arrange to meet and discuss the employee's employment status.

**Section 16.04.** In the event the Union disagrees with a Company decision to discharge a Bargaining Unit employee, the Union may file a grievance directly to the second step of the grievance process pursuant to Article 17.

**Section 16.05.** Crisis suspensions may be appealed directly to Step 2 of the Grievance Procedure, Article 17.

#### **Section 16.06. Life Saving Principles**

(a) The Company agrees that in administering Life Saving Principles on Safety, it will act as follows:

1. When an employee appears to have violated a Life Saving Principles on Safety, the employee may be placed on Crisis Suspension.
2. The Company reserves the right to terminate an employee for a violation of the Life Saving Principles if warranted.
3. In cases not warranting discharge, the Company will suspend an employee for 5 working days without pay.
4. The Union agrees that it will not contest this disciplinary framework; however, they may contest whether the facts support the Company's action in an individual case.

### **ARTICLE 17 GRIEVANCE PROCEDURE**

**Section 17.01.** It is considered by the parties that all grievances should be presented promptly, discussed without delay and answered within a reasonable time. A grievance is defined as a violation of a specific term(s) or provision(s) of this Agreement or of an established precedent in terms and/or conditions of employment. It is also considered that grievances should be settled whenever possible at the levels where the greatest familiarity with the subject matter exists. Any individual employee or group of employees shall have the right to present grievances and to have them considered for adjustment, provided any adjustments are not inconsistent with the terms of this Agreement and a Union representative has been given an opportunity to attend as provided in this procedure. Therefore, it is agreed that all grievances shall be subject to the following grievance procedure.

**Section 17.02.** Any employee who believes that he/she has a grievance shall, within seven (7) calendar days after the cause of the grievance is alleged or known to have taken place, discuss it with his/her immediate supervisor. The employee may, if he/she desires, have his/her Steward present during the discussion. The supervisor shall within three (3) workdays after the discussion, notify the employee or Steward (if present at the discussion) of his/her disposition of the matter.

**Section 17.03.** Step 1 – If the appropriate supervisor's response does not resolve the grievance, then within fourteen calendar days after the cause for the grievance is alleged or known to have taken place, the grievance shall be stated in writing on forms or electronic template available from the Company or the Union, listing the name of the grievant (when applicable), facts/reasons, date of occurrence, Agreement provisions in question, and/or established precedent in terms and conditions of employment and settlement desired. The grievance must be numbered (by the Local Union Office), dated and signed and one (1) copy shall be delivered to the Department Head and one (1) copy shall be delivered to the Department handling Labor Relations by the Union. If a grievance is not delivered to the Department Head within fourteen calendar days after occurrence of or cause for the grievance, it will no longer exist. Labor Relations will provide notice of the preferred method to receive grievances and the Union agrees to provide timely notice.

**Section 17.04.** Within one seven (7) calendar days of delivery of the aforesaid grievance to the Department Head, the appropriate supervisor(s), the grievant, Steward, and/or Chief Steward shall meet to resolve the grievance. Within seven (7) calendar days after the meeting, the appropriate supervisor(s) shall give written notice to the Steward, with a copy to the Local Union President and Labor Relations, of the determination of the grievance. If the grievance is not resolved, it may be taken to Step 2.

**Section 17.05.** Step 2 – If the grievance is not resolved in Step 1, the President of the Local Union (or his/her designated representative) may, within fourteen calendar days after receipt of the written determination in Step 1, submit in writing to the employee's Human Resources Business Partner (or his/her designated representative), the Labor Relations Representative, and the employee's manager, via email, a request to move the matter to Step 2. The subject matter of the email shall read "Second Step Grievance Meeting Request for Grievance Number ##." The purpose of this designation in the subject line is to ensure that requests are not missed, and that the Company is prepared to hear the grievance. The Company is responsible for providing the Local Union President with the email addresses of the Management representatives Step 2 requests are to be sent to. The Union and the Company may have present and eligible to participate in the discussion any persons they so desire.

The Union and the Company shall select two (2) dates and times each month for Step 2 grievances to be heard (i.e. first Tuesday and third Thursday of the month at 9am.) The first date shall be for Overhead, Underground, and T&S. All other departments, including Customer Care, Supply and Support Services, shall be heard on the second date of the month. Each department shall be scheduled for only one day per month, but if the organizations change due to a reorganization the parties shall meet to resolve any scheduling issues. The Union and the Company will agree on the days and times for Step 2 meetings by October 31 for the following calendar year. Both parties will consider business needs when setting the days and times for Step 2 grievance meetings. Requests received less than three (3) business days prior to the next

scheduled Step 3 meeting date will be heard the next month. Additional days may be scheduled outside of this process only with the agreement of both parties.

- a) In the event of an "All Hands on Deck" system emergency that requires the cancellation of a second step meeting, the Company and the Union shall work together to select a new date for the meeting.
- b) Within fourteen calendar days after the meeting, the Human Resources Business Partner (or his/her designee) shall give written notice to the Local Union President (or his/her designated representative) of the Company's determination of the grievance. If the grievance is not resolved in Step 2, it may be taken to Step 3.

**Section 17.06.** Step 3 – If the grievance is not resolved in Step 2, the President of the Local Union (or his/her designated representative) may, within fourteen days after receipt of the written determination in Step 2, submit in writing to the Labor Relations Representative (or his designee) a request for a Step 3 meeting to resolve the grievance. The Labor Relations Representative and the appropriate Director for the Company (or his/her designated representative) will attend the Step 3 meeting. The Union and the Company may have present and eligible to participate in the Step 3 meeting any persons they so desire. Within fourteen calendar days after the meeting, the Labor Relations Representative shall give written notice to the Local Union President (or his/her designated representative) of the determination of the grievance. If the grievance is not resolved in Step 3, it may be taken to arbitration as provided in Article 18.

- a) The Union and the Company shall select one (1) day and time each month for Step 3 grievances to be heard (i.e. second Tuesday of the month at 9am.) The Union and the Company will agree on the day and time for Step 3 meetings by October 31 for the following calendar year. All requests for a Step 3 meeting which are received at least three (3) business days prior to the next scheduled Step 3 meeting date will be heard on that date unless agreed to otherwise by the Company and the Union. Requests received less than three (3) business days prior to the next scheduled Step 3 meeting date will be heard on the next month's date.
- b) In the event of an "All Hands on Deck" system emergency that requires the cancellation of a third step meeting, the Company and the Union shall work together to select a new date for the meeting.

**Section 17.07.** Discussions regarding grievances shall be conducted as far as practicable during the employee's working hours. Payment for discussions regarding grievances shall be compensated as outlined in Article 4 of this Agreement. All employees shall first obtain permission from their supervisor to be absent for such meetings and must report to him/her upon returning.

**Section 17.08.** Grievances relating to matters which extend beyond a single Department, Division, or Group may originate in Step 2 of the grievance procedure.

**Section 17.09.** Whenever a grievance involves a group of employees, except in a discipline occurrence, a committee of not more than three persons, which shall include the appropriate Steward and at least one of the employees affected, may be substituted for an employee wherever the word "employee" is used in the grievance procedure.



**Section 17.10.** It is agreed that the grievance procedure or time limits may be varied at any time by agreement of the parties when such action appears to be necessary or desirable.

**Section 17.11.** The Union and the Company shall inform each other of persons authorized to represent them in grievance matters. The Company will provide a list of the local Management Team as well as the Human Resources Business Partners authorized to represent the business in the grievance process including their contact information. Likewise, the Union will provide a list including the names, and contact information of those representatives authorized to represent employees in the grievance process.

**Section 17.12.** Grievances of the Company or Union shall originate in the lowest step where authority to take appropriate action exists.

**Section 17.13.** The grievance procedure is applicable to all employees in the bargaining unit except as otherwise restricted elsewhere in this Agreement, provided, however, that terminations of regular employees during their first year of continuous service and terminations of temporary employees at any time may not be the subject of a grievance.

**Section 17.14.** Failure to comply with the time limit provisions by employees or Union representatives shall invalidate the grievance. Failure to comply with the time limit provisions by Management representatives shall permit the grievance to be advanced to the next Step of the grievance procedure.

## **ARTICLE 18 MEDIATION AND ARBITRATION**

**Section 18.01.** Any grievance not resolved in mediation or Step 3 or mediation of the grievance procedure may be submitted to impartial arbitration.

**Section 18.02.** The Company or the Union shall notify the other party of its desire to proceed to arbitration within two (2) weeks of receipt of the Step 3 answer. Such notice shall be in writing and shall specify the grievance to be arbitrated and state the issue(s) involved.

**Section 18.03.** An impartial Arbitrator shall be selected by mutual consent of the Company and the Union as soon as practicable after receipt of the request for arbitration. If the parties do not agree on the selection of an Arbitrator within two (2) weeks after receipt of the request for arbitration, the American Arbitration Association shall select from a standing panel (agreed to by the parties in the Memorandum of Understanding by which this Agreement was established) the five Arbitrators least recently selected under this Article and shall provide a list thereof to each party. Within one (1) week following receipt of the list of Arbitrators, the parties shall meet and alternate in striking names from the list with the loser of a coin toss striking first. The remaining name, after each party has struck twice, shall be the impartial Arbitrator.

**Section 18.04.** The arbitration hearing shall be held as quickly as possible. The award of the Arbitrator shall be final and binding upon both parties and upon the employee(s) involved. The fees and expenses of the Arbitrator, and any other expenses agreed to by the parties prior to the arbitration hearing, shall be shared equally by the Company and the Union. The Arbitrator shall have power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement and shall rule only on the issues submitted to him/her. The Arbitrator shall have power only to interpret this Agreement and shall not have the power to alter or amend it.

**Section 18.05.** At the request of either party, a grievance involving the discharge or discipline of an employee shall be submitted to Expedited Arbitration (as defined below). The Arbitrator for such Expedited Arbitrations shall be appointed from a standing panel of at least ten (10) Arbitrators agreed to by the parties in the Memorandum of Understanding by which this Agreement was established. As soon as practicable after receipt of the arbitration request referred to in Section 18.02 above, the parties shall try to agree on a date(s) to arbitrate the case. If agreement is reached, the parties shall notify the American Arbitration Association (hereinafter "AAA") of the desired date(s). The AAA will then appoint an Arbitrator from the parties' standing panel who is available on the requested date(s). Prior to the parties' selection of a mutually acceptable date(s), neither party shall be informed of the availability of a named Arbitrator on a particular date. If the parties are unable to agree on a date within two (2) weeks after receipt of the request for arbitration, either party may so notify the AAA, requesting that the AAA appoint an Arbitrator who will set the time and date(s) after considering the parties' positions on when the case should be heard. In appointing Arbitrators under this Section, the AAA shall make every effort to evenly distribute the cases among the standing panel of Arbitrators. The Expedited Arbitration will be conducted according to the Expedited Arbitration rules generally in effect, except to the extent inconsistent with this Section.

**Section 18.06.** At the agreement of the Company and the Union, any grievance not resolved in Step 3 of the grievance procedure may be submitted to mediation through FMCS.

- a) The Company or the Union shall notify the other party of its desire to proceed to mediation within fourteen days (14) of receipt of the Step 3 Answer. Such notice shall be in writing and shall specify the grievance to be mediated and state the issues involved. The Company or the Union may decline mediation in any case.
- b) Should the parties agree to mediation in a case, the requesting party shall contact the FMCS Mediation Services and make a formal request for grievance mediation services in accordance with FMCS procedures. The parties will abide by FMCS procedures and ground rules.
- c) Any expenses which are to be incurred shall be discussed ahead of time and split between the parties.
- d) The Company will not pay any Union member for time spent in mediation hearings meetings.
- e) If the parties cannot agree on a date to hear the case that is within 60 days of the Step 3 grievance answer being issued, either party may decline mediation at that point, provided notice is given to the other party in writing.
- f) Any settlement reached will be "without precedent" unless otherwise agreed to by the parties in writing.
- g) If mediation is declined in 18.06 (a) or 18.06 (e) or no agreement is reached at mediation, either party has 14 days to request arbitration or the matter will be considered closed.

## **ARTICLE 19 APPLICABLE LAWS AND REGULATIONS**

**Section 19.01.** It is understood and agreed that the provisions of this Agreement are in all respects subject to all applicable laws and governmental regulations now or hereafter in effect and to the lawful rulings and orders of all regulatory commissions now or hereafter having jurisdiction. Should any provision of this Agreement be found to be in conflict with any applicable laws or lawful rulings or regulations, the parties shall at once meet for the purpose of discussing and/or modifying that portion of the Agreement only.

**Section 19.02.** The Company will endeavor to comply with all state and local laws and regulations relating to the safety and health of employees and will take such additional steps as may be necessary to make adequate provision therefore, including the establishment and maintenance of appropriate first aid stations and other facilities. The Company will also formulate and publish safety rules to which the employees shall be required to conform.

## **ARTICLE 20 SAFETY AND HEALTH**

**Section 20.01.** The Company and the Union recognize the need for an effective Safety and Health Program for the benefit of all employees and the Company. The Union will cooperate in assisting and maintaining the Company's rules regarding safety and health. The Company recognizes the interest of the Union in the safety and health of its members, and will give careful consideration to any recommendations made by it. The Company agrees to investigate, upon request of the Union, any conditions which might affect the safety and health of employees, and will meet with a Union safety committee as designated below.

**Section 20.02.** The Company and the Union agree to establish a Joint Safety and Health Advisory Committee for the purpose of reviewing or recommending new or revised safety and health rules, discussing current safety and health conditions or problems, and discussing laws and regulations concerning Occupational Safety and Health Act (OSHA) and/or other federal and state regulatory agencies having local jurisdiction. This Committee shall consist of not more than three (3) members for the Company and three (3) members for the Union. Two of the three members of the Union committee will be permanent members of the Joint Safety and Health Advisory Committee and the third may be a rotating member as designated by the Union.

**Section 20.03.** This Committee shall generally meet on a monthly basis and take actions it deems appropriate in presenting and recommending new or revised safety and health rules affecting the employees of the Company. However, it should be understood that the establishment and enforcement of safety and health rules and regulations is a proper function of management and to this end the final determination as to adoption and implementation of safety and health rules shall be the sole responsibility of the Company.

**Section 20.04.** It is understood that any dispute arising out of the enforcement of Company established safety and health rules shall be proper subject for a grievance under Article 17 of this Agreement.

**Section 20.05.** The Company will compensate members (Company employees) for time spent in meetings of the Joint Safety and Health Advisory Committee.

**Section 20.06.** When the Company is required to notify OSHA or a corresponding state agency of an accident involving Company employee(s), it will also notify the Union of such

accident. The Union may thereafter investigate the accident by having a Union official contact the Manager responsible for safety or a member of his/her staff who will arrange for such investigation.

**Section 20.07.** Effective January 1, 2023

1. Employees in occupational groups that require Flame Retardant Clothing as a regular and frequent part of their job will be provided an allowance for clothes and boots:
  - a. New participants in the program will be provided with an initial start-up allotment of \$1300.
  - b. Other than new participants, employees identified in this section may receive an annual allotment of \$700 except that field employees in overhead who climb will receive \$750.
2. However, employees in Meter Services and Supply who work in the field and require some Flame-Retardant Clothing as a regular and frequent part of their job will be provided an allowance for clothes and boots:
  - a. New participants in the program will be provided with an initial start-up allotment of \$1000.
  - b. Other than new participants, employee identified in the section may receive an annual allotment of \$525.
3. Other employees who occasionally work in the field and require Flame Retardant Clothing, will be provided an annual allowance of \$350.
4. Employees may carry over up to \$200 per year.

**ARTICLE 21 UNAUTHORIZED WORK STOPPAGES, SLOWDOWNS, OR LOCKOUTS**

**Section 21.01.** It is understood and agreed that the services performed by the employees of the Company in their employment are essential to the continuing operations of the Company as a public utility and to the welfare of the public.

**Section 21.02.** During the term of this Agreement and any mutually agreed-upon extensions thereof, the Union will not call, authorize, encourage, ratify, or engage in any strike, sitdown, slowdown, or other interference with or stoppage of the work of the Company, and the Company will not engage in any lockout of employees.

**Section 21.03.** In the event that any employees in the bargaining unit individually or collectively engage in any strike, sitdown, slowdown, or other interference with or stoppage of work, the Company shall notify the Union of such incident and the Union shall take the following actions:

- (a) Notify the Company in writing within 24 hours of such incident that such strike, sitdown, slowdown, or other interference with or stoppage of work is not authorized by the Union.

- (b) Immediately instruct such employees that they are in violation of the Agreement and order them to immediately cease such action.
- (c) Grant such employees no assistance in such action.

**Section 21.04.** If the Union complies with Section 21.03 there shall be no responsibility on the part of the Union, its officers or representatives.

**Section 21.05.** If such employees (Section 21.03) do not cease such action immediately upon instructions of the Union, they shall be subject to discipline by the Company, including discharge.

**Section 21.06.** If there is any question about any individual employee as to his/her participation in a strike, sitdown, slowdown, or other interference with or stoppage of work, and/or the discipline imposed, the matter may be subject to Article 17, Grievance Procedure.

## **ARTICLE 22 EMPLOYEE BENEFITS**

**A. Employee Benefits.** As of January 1, 2021, the following Company benefits shall be available to the Local 1900 employees under the same terms and conditions as these benefits are made available to PHI's non-represented employees each year and will be subject to any changes the Company makes to such plans and benefits.

- a) Medical (including hearing, prescription drug and wellness program)
- b) Retiree health care
- c) Dental
- d) Vision
- e) Pension
- f) 401(k)
- g) Life Insurance
- h) AD&D
- i) Health Care and Dependent Care Flexible Spending Accounts
- j) Group Legal Plan
- k) Employee Assistance Plan
- l) Employee Stock Purchase Plan
- m) Long Term Disability Insurance
- n) Retiree Life Insurance

1. Notwithstanding paragraph A(f), Local 1900 employees who participate in the legacy Pepco pension plans (Pepco General Retirement Sub-Plan and PHI Sub-Plan) will continue to have a 401(k) where the Company shall match the participants contribution at \$0.50 for each dollar of a participant's contribution to the Plan, up to 6% of base pay; the match shall be made on contributions each pay period.
2. Notwithstanding paragraph A(b) and A(e), Local 1900 employees hired before January 1, 2020 shall continue to be eligible for the same pension plan and retiree health care benefit as they are eligible for immediately prior to January 1, 2020. If an employee does not have retiree health care benefits prior to the ratification of the contract, that will not change. Further "access" to purchase retiree health care through the Company will be eliminated for new hires as of January 1, 2020.

**B. Other Policies/Programs.** As of January 1, 2021, bargaining unit employees shall be subject to the following policies/programs on the same terms and conditions as such policies/programs are made available to the Company's non-represented employees from time to time.

- a) Bonding and Primary Caregiver Leave
- b) Adoption Assistance
- c) Tuition Reimbursement
- d) Back-up Child Care Services

**C. Joint Health Care Committee.** The JHCC will remain intact and meet regularly to try to reduce costs and maintain quality care.

**D. Notice to Union of Benefit Changes.** The Company may implement changes to the benefit plans/programs/policies listed in this Article to the extent that it makes such changes for its non-represented employees. The Company agrees that it will not eliminate, materially change or amend the benefit plans/programs/policies listed in this Article as it relates to bargaining unit employees without providing the Union a minimum of thirty (30) days advance notice prior to any material change, amendment or elimination. The Company shall meet with the Union during that 30-day period prior to implementation, or earlier if requested, to discuss such material changes, amendments or eliminations, if the Union requests such a meeting prior to the implementation.

## **ARTICLE 23 IDENTITY OF PARTIES AND COMPLETE AGREEMENT**

**Section 23.01.** The parties to this Agreement agree that it shall be binding upon them and their successors and assigns.

**Section 23.02.** It is agreed that in the negotiations leading to the execution of this Agreement each party had full opportunity to propose, present, and discuss all matters concerning relationships between the Company, its employees in the agreed classifications and jobs covered by this Agreement, and the Union. Neither party is obligated to bargain collectively, as regards such employees, with respect to any matter covered by this Agreement, for the life thereof, except as may be specifically permitted by any reopening clause. Neither party shall have the right, without consent of the other party, to insist upon an addition thereto, change therein or deletion therefrom. Amendments to this Agreement may be made, however, and amendments proposed in writing by one party shall be considered by the other and discussed by the parties jointly; but if, as a result of such negotiations, no amendments are agreed to, the disagreement shall not constitute a dispute subject to Article 17, Grievance Procedure.

## **ARTICLE 24 DURATION, REOPENING AND RENEWAL**

**Section 24.01.** Except as otherwise specifically provided in this Agreement or accompanying General Memorandum of Understanding and attachments thereto by which this Agreement was established, it shall become effective upon formal signing and shall supersede all prior agreements between the parties; except for the implementation of any change from the previous Agreement which shall occur as may be called for in the Agreement. The Standard Wage Classification shall be implemented as outlined in Sections 24.03, 24.04 and 24.05 of this Article. The term of this Agreement shall be to and including June 8, 2025 and it shall thereafter continue in full force and effect for succeeding periods of 12 calendar months each, unless either party,

prior to May 1, 2025, or May 1 of any year thereafter, shall serve written notice upon the other party of its desire to amend and/or to terminate the Agreement as of the following June 1.

**Section 24.02.** If amendments to the Agreement are so proposed for any such June 1, such notice shall set forth the Articles and Sections of which amendment is desired and the nature of the proposed amendments. If, following negotiations on such amendments, agreement is not reached by June 1, either party may thereafter terminate this Agreement at any time by giving 48 hours' written notice thereof to the other.

Should either party terminate the current Labor Agreement, the parties further agree as follows: The Union agrees to provide the Company at least 48 hours' notice (in writing) of the date and time of the commencement of any strike or work stoppage. The Company agrees to provide the union at least 48 hours' notice (in writing) of the date and time of the commencement of any lockout or implementation of any unilateral changes to the current Labor Agreement. The obligations in this paragraph shall survive the termination of the Labor Agreement.

**Section 24.03.** The Wage and Salary Schedule included in the Standard Wage Classification which constitutes Annex A to this Agreement shall become effective as of the date set forth in said Annex A, for all employees in the bargaining unit who are not covered by Section 24.04 below with each such employee's wage or salary rate, as the case may be, thereupon being changed to the applicable rate shown in Annex A for such employee's progression step in his/her Pay Grade.

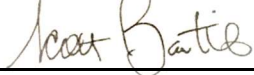

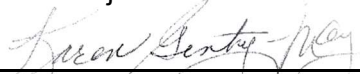

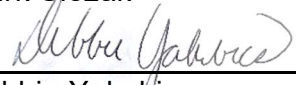
**Section 24.04.** Other provisions of this Agreement notwithstanding, a wage increase of any type shall not become effective prior to the start of a pay period during which the employee records hours of work.

**Section 24.05.** Only those employees being carried on the Company's payroll as of the date of ratification shall be eligible for any retroactive payment as they may be otherwise entitled.

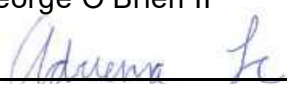
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Company and the Union have respectfully caused this Agreement, constituting the entire agreement between the parties with respect to the collective bargaining agreement, to be signed by their proper and duly authorized officials, this \_\_\_\_ day of January.

**POTOMAC ELECTRIC POWER COMPANY AND PHI SERVICE COMPANY**

Sr Manager, Labor Relations	 _____
	Scott Bartnik
Principal, Labor Relations	 _____
	Sam Jonjo
Manager Human Resources	 _____
	Karen Gentry-May
Director, Regional Elec Ops	 _____
	Mark Slezak
Director, Transmission & Substations	 _____
	Debbie Yakubics

**LOCAL UNION #1900 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

President/Business Manager/Financial Secretary	 _____
	Jerry R. Williford, Jr.
Business Representative, Recording Secretary	 _____
	Richard A. Strong
Chief Steward, Executive Board Member	 _____
	John F. Adams
Steward, Executive Board Member	 _____
	George O'Brien II
Distribution Designer-C, DC Engineering	 _____
	Adrienna Le
Lead Transformer Tester	 _____
	Curtis McDonald
Complaint Dispatcher A	 _____
	Michael Montas



**WAGE TABLE**

A general base wage increase (GWI) will be provided to each eligible employee as follows:

- A. Effective 06/06/22 2.50%
- B. Effective 06/05/23 2.50%
- C. Effective 06/10/24 2.50%

<i>Weekly</i> Pay Grade	6/6/2022		6/5/2023		6/10/2024	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
3	26.90 (\$1,076.00)	27.78 (\$1,111.20)	27.72 (\$1,108.80)	28.63 (\$1,145.20)	28.57 (\$1,142.80)	29.50 (\$1,180.00)
4	29.41 (\$1,176.40)	30.47 (\$1,218.80)	30.30 (\$1,212.00)	31.39 (\$1,255.60)	31.21 (\$1,248.40)	32.33 (\$1,293.20)
5	32.82 (\$1,312.80)	33.81 (\$1,352.40)	33.79 (\$1,351.60)	34.87 (\$1,394.80)	34.84 (\$1,393.60)	35.94 (\$1,437.60)
6	37.79 (\$1,511.60)	38.84 (\$1,553.60)	39.25 (\$1,570.00)	40.32 (\$1,612.80)	40.74 (\$1,629.60)	41.84 (\$1,673.60)
7	40.43 (\$1,617.20)	41.58 (\$1,663.20)	41.64 (\$1,665.60)	42.83 (\$1,713.20)	42.89 (\$1,715.60)	44.10 (\$1,764.00)
8	42.97 (\$1,718.80)	44.35 (\$1,774.00)	44.25 (\$1,770.00)	45.67 (\$1,826.80)	45.56 (\$1,822.40)	47.06 (\$1,882.40)
8A	44.88 (\$1,795.20)	46.58 (\$1,863.20)	46.21 (\$1,848.40)	48.00 (\$1,920.00)	47.62 (\$1,904.80)	49.45 (\$1,978.00)
9	46.81 (\$1,872.40)	48.80 (\$1,952.00)	48.24 (\$1,929.60)	50.28 (\$2,011.20)	49.70 (\$1,988.00)	51.79 (\$2,071.60)
9A	51.60 (\$2,064.00)	53.58 (\$2,143.20)	53.14 (\$2,125.60)	55.17 (\$2,206.80)	54.78 (\$2,191.20)	56.86 (\$2,274.40)

<i>Hourly</i> Pay Grade	6/6/2022		6/5/2023		6/10/2024	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
6	21.46	22.08	22.00	22.63	22.55	23.20
7	23.85	24.53	24.55	25.24	25.27	26.03
8	24.53	25.30	25.24	26.08	26.03	26.89
9	26.59	27.27	27.41	28.10	28.25	28.96
10	28.84	29.73	29.72	30.62	30.62	31.54
11	30.06	30.90	30.97	31.83	31.90	32.78
12	33.07	34.02	34.10	35.08	35.16	36.16
13	36.88	37.90	38.01	39.06	39.16	40.24
14	39.00	39.99	40.18	41.19	41.39	42.42
15	40.66	41.74	41.88	42.99	43.14	44.27
16	42.72	43.88	44.00	45.18	45.30	46.57
17	46.30	47.31	47.71	48.75	49.16	50.23
18	50.38	51.57	51.95	53.16	53.55	54.80
19	53.01	54.14	54.65	55.80	56.32	57.50
20	55.62	56.69	57.31	58.42	59.05	60.19
20A	56.65	57.78	58.38	59.53	60.14	61.33
21	58.18	59.26	59.94	61.04	61.75	62.88

## GMU TERMS STILL EFFECTIVE DURING THIS CONTRACT TERM

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### *2022 General Memorandum of Understanding*

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X. Service Associates—Effective within 60 days of ratification, parties agreed to eliminate certain Service Associate Positions and make changes in language contained in Attachment E, Service Associate Agreement, in the 2012 GMU in a tentative agreement dated April 12, 2022. **See attached as Exhibit 7.**

XIV. Fleet Technicians B & C — Effective within 60 days of ratification, Parties agreed to create a new Fleet Technician C position and revise the Fleet Technician B job description contained in Company Proposal on Fleet Technicians.

Title	Pay Grade
Lead Fleet Technician	18
Fleet Technician A	16
Fleet Technician B	15
Fleet Technician C	13

Parties agreed to these changes in in a tentative agreement dated March 8, 2022. **See attached as Exhibit 11.**

XV. Customer Service Agreement — Effective upon ratification, parties agreed to make changes in language contained in XXXI, Customer Care Agreement, in the 2012 GMU, in a tentative agreement dated March 16, 2022. **See attached as Exhibit 12. SEE ALSO BELOW UNDER 2012 General Memorandum of Understanding Heading**

XVI. Energy Advisor — Parties agreed to restrict the Energy Advisor position in Customer Care and eventually eliminate it through attrition. Parties agreed to these changes in a tentative agreement dated April 12, 2022. The changes will be included in the Labor Agreement effective upon ratification. **See attached as Exhibit 13.**

XVIII. Complaint Dispatchers — Effective upon ratification, parties agreed to guidelines for a pilot hybrid alternate work location schedule for Complaint Dispatchers specifically for overtime work assignments in a tentative agreement dated March 16, 2022. **See attached as Exhibit 15.**

XIX. Hybrid Alternate Work Location Programs — Effective within 90 days of ratification, parties agreed to guidelines to create several Agent @ Home Programs, and 321 Hybrid Work Programs which will be initially implemented as pilot programs, for several departments in tentative agreements dated April 14, 2022. **See attached as Exhibit 16.**

XX. Excused With Pay (EWP) — Parties agree to language to reduce EWP and eliminate the EWP provisions stipulated in the 2019 CBA effective on 1/1/2023 in a tentative agreement dated March 29, 2022. **See attached as Exhibit 17. SEE ALSO BELOW UNDER 2012 General Memorandum of Understanding Heading**

XXVII. Wage Rate Adjustments - The parties agree to modify the wage rate for the positions included in the attached. The application of wage rate adjustments may take up to 60 days to implement from ratification. **See attached Exhibit 24.**

XXVIII. Hiring—The Company agrees to hire a minimum of one hundred and fifty bargaining unit employees (externally) over the course of the collective bargaining agreement which is set to expire on June 5, 2025. Parties agreed to these changes in Hiring in a tentative agreement dated April 13, 2022. The changes will be included in the Labor Agreement effective upon ratification. **See attached as Exhibit 25.**

XXIX. Progression Agreements--Parties agree to revisions in multiple Progression Agreements and Job Descriptions. Impacted areas include:

- a. Overhead
- b. Underground
- c. Substation, Construction & Maintenance (Trans and Subs)
- d. Relay (Trans and Subs)
- e. Substation Operations (Trans and Subs)

**Attached as Exhibit 26** are revised agreements and job descriptions, including pay grades for (a)-(e) above, and new proposals for progression programs.

With regard to Pepco Regional Engineering DC & MD, and Transmission Underground, the Company and the Union have agreed to form three joint committees, one for each group, to discuss training and progression. The Committees, to be made-up of up to four people from Management and four people on the Union Team (inclusive of union leadership), will not commence meetings until June 2022, in deference to the numerous implementation obligations under the contract.

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### ***2019 General Memorandum of Understanding***

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VIII. Drug & Alcohol Policy - The parties agree that as of January 1, 2020, employees shall be covered by the Exelon Drug and Alcohol Policy (“Policy”) HR-AC-16. Supplementing that policy shall be the Pepco Drug and Alcohol Procedure. The “Human Resources Corporate Personnel Policies” on “Drug and Alcohol” shall be considered void.

Additionally, the parties agree that:

- a) Notwithstanding the above, the Union and the Company agree that a first positive test for drugs, as determined by the MRO, other than marijuana will result in termination of employment. A first positive test for alcohol or marijuana, as determined by the MRO, will result in a 5 day (40 hour) suspension. A second positive test at any point in the employee’s career will result in termination. However, as detailed in the Policy, any refusal or adulteration results in termination for the first violation.
- b) Transition. Employees who receive(d) discipline (other than termination) under the Pepco “Human Resources Corporate Personnel Policies” on “Drug and Alcohol” prior to implementation of the Exelon Drug and Alcohol Policy on 1/1/2020 shall be considered to have a first violation of the applicable provision of the Exelon Drug and Alcohol policy for a period of three years from the date the discipline was implemented. A second violation

of the policy during those three years will result in termination. Notwithstanding paragraph (a), however, once the three years have lapsed, the employee's infraction will not be the basis for further discipline.

- c) An employee who has a driver's licenses suspended, revoked, or loses the right to operate a commercial motor vehicle in a State of Jurisdiction for any period, or who is disqualified from operating a motor vehicle, shall notify his /her supervisor of suspension, revocation, cancellation, lost privilege or disqualification. The notification must be made at or prior the start of the employee's next shift or scheduled day of work from the time the employee received notice of suspension, revocation, cancellation, lost privilege or disqualification. This section applies to a) any employee who is required to maintain a CDL or drivers' license as part of their job (including storm jobs) or b) any employee who operates a vehicle as part of job duties.

XI. Pay Day – Parties agreed to tentative agreement regarding Company Proposal #19 on Pay Day dated August 28, 2019. Terms phased in starting in January 1, 2020. **See attached as Exhibit 7.**

XXI. Bilingual Stipend—Parties agree to increase the existing stipend to \$45 dollars. See tentative agreement signed August 28, 2019 **attached as Exhibit 16.**

XXII. Call Center Split Shift Guidelines--Parties agreed to offer split shifts on voluntary basis in a tentative agreement dated August 28, 2019. **See attached as Exhibit 17.**

XXIII. Credit & Collections/Billing Agent @ Home Program--Parties agreed to an Agent at Home Pilot as detailed in a tentative Agreement dated August 28, 2019. Program to be implemented within 60 days. **See attached as Exhibit 18.**

XXIV. Company Proposal #37 CRM Job Consolidation--Parties agreed to consolidate several job functions and classifications into one occupational group as detailed in a tentative agreement dated August 28, 2019. **See attached as Exhibit 19.**

XXVIII. Service Associate Selection—Parties agreed to fill Service Associate Positions by giving preference to employees with experience in the same department in a tentative agreement dated July 1, 2019. **See attached as Exhibit 23.**

XXXIV. AIP. Parties signed a tentative Agreement on AIP on August 29, 2019. **See attached at Exhibit 29.**

XL. Collectors—The Company agrees that no later than 1/1/2020 Collectors will have use of Company vehicles.

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## **2012 General Memorandum of Understanding**

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### **VIII Service Associate**

The parties have agreed to establish this occupational group in different departments as described in **Attachment E** to the General Memorandum of Understanding.

IX Distribution Engineering – Distribution Designers

The parties have agreed to various changes in the jobs as described in **Attachment F** to the General Memorandum of Understanding.

XI Excused with Pay (EWP)

For the remainder of year 2022, the Company will continue to allow non-probationary employees up to one (1) hour of Excused with Pay (EWP) time to be used in 15-minute increments for tardy incidents consistent with the current corporate policy. Employees on their probationary period (the first year of employment), shall be allowed up to one-half (1/2) hour of Excused with Pay (EWP) time to be used in 15-minute increments for tardy incidents.

Effective January 1, 2023, non-probationary employees will be allowed up to one (30) minutes of Excused with Pay (EWP) time to be used in 15-minute increments for tardy incidents consistent with the current corporate policy. Employees on their probationary period (the first year of employment), shall be allowed up to 15 minutes of Excused with Pay (EWP) time to be used in 15-minute increments for tardy incidents.

Effective January 1, 2024, this article, Article XI Excused with Pay (EWP), will no longer be in effect and will be deleted in its entirety. Thereafter, employees will not be provided any Excused with Pay (EWP) time for tardy incidents.

XIII Arbitrators

The Standing Panel of Arbitrators referenced in Article 18 of the 2012 Collective Bargaining Agreement shall contain the following individuals:

- A. Jerome Ross
- B. James C. Duff
- C. Herbert Fishgold
- D. James Mastriani
- E. M. David Vaugh
- F. Robert Light
- G. Steven Wolf

The parties agree that the Union may strike two of the seven arbitrators noted above. After the Union has done that, the parties agree to add five (5) arbitrators to the panel of Arbitrators after conclusion of Labor Negotiations. In the event that the parties cannot agree on who to add to the list, they shall ask the American Arbitration Association (AAA) based in or about the Philadelphia area to provide a list of forty (40) arbitrators. The parties shall flip a coin with the loser making the first strike. The parties shall alternatively strike names until five (5) arbitrators remain.

XIV Contractors/Overtime

- A. Over the years, the parties have had various departmental agreements that obligate the Company to call Bargaining Unit employees for system emergencies outside of normal business hours before soliciting contractors to perform such work. Such

agreements typically state that contractors will only be called when all BU employees with the required skills in the classification required cannot be obtained. In such situations, the Union has agreed that BU employees agree to work in conjunction with contractors when necessary. The agreement in Overhead Lines cites a typical scenario as involving a contractor equipment operator working with BU employees to open and close a trench so BU employees can make a URD cable repair. Nothing in those departmental agreements preclude the Company from using contractors in system emergencies to supplement the BU workforce. Further, nothing in those agreements restrict the Company's right to use on duty BU employees to perform emergency work in lieu of calling in other employees. The parties reaffirm their commitment to these side agreements.

### XXX Facilities Agreement

The parties have agreed to various changes in jobs as described in **Attachment U** to the General Memorandum of Understanding.

### XXXI Customer Care Agreement

The parties have agreed to create a new occupational group of Energy Advisors as well as changes affecting the Service Representative occupational group as described in **Attachment V** to the General Memorandum of Understanding.

### XXXII Customer Care – Part-Time Employees

The parties have agreed to the use of Part-Time Employees in Customer Care Call Centers as described in **Attachment W** to the General Memorandum of Understanding.

### XXXIII Contractor Reports

The Company agrees to endeavor to provide periodic contractor reports, similar to **Attachment X**. The Union understands that these reports will be developed in the ordinary course of business and not at the special request of the Union. The Union agrees that providing these reports is the full extent of the Company's obligation to provide contractor information during the term of this Agreement *except* where the use of the contractor is specifically precluded by a provision of the Labor Agreement. For example, Section 10.06 provides that work normally performed by bargaining unit employees as of the effective date of the Labor Agreement may not be contracted out if it will result in the furlough or affect the recall of bargaining unit employees who normally do that work. If the Company contracts out work then furloughs employees who normally do that work, then a Union information request related to the contracting would be appropriate.

### XXXV Selection of Leads

The parties have agreed to a process for selecting Leads and certain Senior positions as described in **Attachment Y** to the General Memorandum of Understanding.

## XXXVII Alternative Work Schedules

The parties agree that any agreements on Alternative Work Schedules (such as 10 or 12 hour shifts) will continue according to their terms unless and until terminated as set forth in the pertinent agreement. Nothing in this agreement restricts the Company from exercising its rights to terminate an Alternative Work Schedule in a particular area.

If the Company and Union mutually agree to explore the feasibility of an alternative work schedule in a particular department, they will set up a small joint committee to review the option.

## XXXVIII

The Union accepts the proposition that qualified Service Representatives and qualified Principal Service Representatives as well as qualified Energy Advisors shall share the answering of customer calls from Pepco, ACE and Delmarva with other PHI Call Centers. Once PHI's new Customer Information System is functioning, and employees are trained, PHI reserves the right to operate a Virtual Call Center where calls can be distributed as efficiently as possible. Except as otherwise limited by the 2022 Labor Agreement, the Company may direct calls anywhere without restriction. Management will rotate such assignments to qualified employees. Energy Advisors, however, are expected to take such calls as part of their regular work and shall not be upgraded for taking such calls.

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## *2009 General Memorandum of Understanding*

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### V Other Wage Adjustments

Weekly rated employees who are employed by the Company as of 1-3-10 shall be paid a lump sum equal to one percent (1%) of that employee's productive and non-productive hours during 2009, less applicable taxes. It shall be paid as soon as practical after 1-3-10.

Weekly-rated employees shall continue to receive the same weekly salary when they begin working 40 hours, effective the workweek beginning December 27, 2009. For example, if an employee is being paid \$1,200 per week on December 1, 2009 for working 38 3/4 hours per week, they will continue to be paid \$1,200 in late December 2009/January 2010 when they are working 40 hours per week. This lump sum is paid in recognition of that change in working hours without an increase in weekly pay.

### VII Monitoring Contractors

The parties also agreed that under Section 1.01 of the Labor Agreement the Company has the unilateral right to supervise and control all operations and direct the working forces. This includes deciding how to monitor contractors. While the Company acknowledges that bargaining-unit employees provide value in monitoring contractors, it is the Company's discretion on whether, how and when that is done.

### VIII Dues Deduction

Effective as set forth below, Local 1900 dues will be deducted each pay period by Payroll. In the event that an employee is in a no pay status during a particular pay period, no Union dues will be collected by the Company on behalf of Local 1900 since the employee will not

have received a paycheck that week. When the Union has a deficit in the amount of dues that has been transmitted to them by PHI, they will determine which employee(s) did not have a dues deduction(s). The Union will then contact Payroll and provide the names of the employees in question who did not pay dues.

With this information, Payroll will contact PHI Disability Management to determine if the suspension of the paycheck for the employee(s) in question was due to Article 13 (failure to submit doctor's certificate or other sick no pay status). Payroll will then inform the Union whether the issue is related to Article 13. Because Payroll does not have exception reports for dues deductions, it will be the Union's responsibility to monitor the dues transmittals that they receive from PHI on an ongoing basis. Once the Union determines that Payroll has resumed deducting dues for the Article 13 employee(s) in question, they will notify Payroll in writing (or email) to go ahead and deduct all unpaid dues for the affected employee(s).

Payroll will make the full dues deduction (whatever dues are in arrears) from the next paycheck. There will be no installment payments.

XI Collection Order Dispatcher  
**Attachment F** contains the terms of the Agreement regarding commuting and parking expenses.

XV Standby  
In areas where standby agreements exist, such as in Substations and in Stores, the Company has a right to implement them as it deems necessary according to their terms.

XIX Retirees as Contractors  
If a bargaining-unit employee retires from the Company or otherwise terminates service from the Company, then returns as a contractor working for a third party staffing agency and is regularly assigned to bargaining-unit work of his/her former job classification, the Company will endeavor to limit any such employment to no more than one year. This restriction shall not apply if the former employee is assigned to what has been historically management work or historically shared work (work shared by the bargaining unit and management).

For retirees who come under this provision who have been working as contractors prior to ratification of the 2009 Labor Agreement, their one-year period is deemed to start running with ratification of the 2009 Labor Agreement.

XXIII Working Group on Overtime  
A. The parties agree to establish a small Working Group to review Overtime Distribution disputes per Article 7.20 of the Labor Agreement to determine how to resolve existing disputes, and reduce future disputes. Among other things, the Working Group will review posting of the overtime lists to ensure proper administration, and will review overtime selection practices to ensure compliance with the contract sections. If necessary, the Group will develop training to ensure proper administration of the provisions of Article 7.20.  
B. The parties agree that no Working Group disputes are subject to the grievance or arbitration process. This does not preclude the filing of a grievance over the application of the Labor Agreement to a matter being discussed by the Working Group.



XXXVIII. Billing Services - Revenue Analysts

The parties have agreed to various changes in jobs as described in **Attachment T** to the General Memorandum of Understanding.

XLI. Vehicle Resource Management (VRM)

The parties have agreed to various changes in the jobs as described in **Attachment W** to the General Memorandum of Understanding.

XLIII. NERC Cyber Security Compliance

- A. Pursuant to federal guidelines, the Company is required to identify personnel that are required to comply with NERC (North American Electric Reliability Corporation) Cyber Security standards, requirements, and/or procedures.
- B. The parties agree to designate affected jobs by adding "NERC" to the job titles in Annex A. Similarly, the parties agree that any job descriptions involving affected classifications will be deemed to require compliance with NERC standards/requirements. While the parties do not intend to revise each affected job description during the 2009 labor negotiations, the parties agree that whenever a vacancy in an affected classification is posted, the Company will list the pertinent NERC information and requirements in the posting. Also, any new jobs that are created and deemed "NERC Regulated" will be so noted in the title and job description.
- C. The parties also agree that the Annex will be updated in the future should the Company determine that additional job classifications are required to have this designation.

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