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April 30, 2024

## VIA eFILING


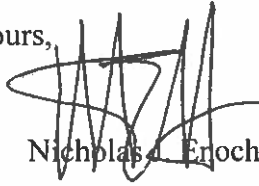
Secretary Rosemary Chiavetta  
Pennsylvania Public Utility Commission  
400 North Street, Filing Room  
Harrisburg, Pennsylvania 17105-3265

**Re: Pa. PUC v. FirstEnergy Pennsylvania Electric Company  
Docket No. R-2024-3047068  
Petition to Intervene of IBEW Local 777  
Our File No. 1577-002**

Dear Secretary Chiavetta,

Please find the Petition to Intervene of Local 777 of the International Brotherhood of Electrical Workers, AFL-CIO for filing in the FirstEnergy Pennsylvania Electric Company Rate Case.

Service on the parties was accomplished by email only but undersigned counsel is happy to mail a hard-copy to any party requesting one.

Sincerely yours,  
  
Mark E. Belland  
  
Nicholas J. Enoch

Counsel to Intervenor-Applicant IBEW Local 777

NJE:cgs

cc: Certificate of Service

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission

v.

FirstEnergy Pennsylvania Electric  
Company

Docket No. R-2024-3047068

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**PETITION TO INTERVENE OF LOCAL 777 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

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**To the Honorable Pennsylvania Public Utility Commission (“PUC”):**

Pursuant to 52 Pa. Code Sections 5.71 through 5.74, Local Union 777 of the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW Local 777”), by and through undersigned counsel, hereby files this Petition to Intervene in the above-captioned proceeding. In support thereof, IBEW Local 777 states as follows:

1. Petitioner is IBEW Local 777, 75 Pike Street, Middletown, Pennsylvania 17057.

2. IBEW Local 777 is a “labor organization” as defined by the National Labor Relations Act of 1935, 29 U.S.C. § 152(5).

3. The name and address of IBEW Local 777's attorneys are:

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4. On April 2, 2024, FirstEnergy Pennsylvania Electric Company ("FE PA") filed with the PUC its Supplement No. 3 to FE PA's Tariff Electric - Pa. P.U.C. No. 1 ("Filing"), representing a request for a general increase in its electric distribution rates. A summary of, and rationale for, FE PA's filing is attached hereto as Exhibit A. It is self-evident that FE PA's unionized workforce will be directly impacted by the investments in FE PA's electric delivery systems described therein and the outcome of this proceeding.

5. IBEW Local 777 has the privilege of being the exclusive bargaining representative for approximately 486 employees of the Metropolitan Edison Company ("Med-Ed") and an additional 82 Customer Service Representatives employed by the First Energy Service Company ("FE") at its Call Center located at 2800 Pottsville Pike, Reading, Pennsylvania 19605-2459. In conjunction therewith, IBEW Local 777 has

entered into two separate, and comprehensive, collective bargaining agreements (“CBAs”) with Met-Ed and FE governing the conditions, terms and working conditions of these employees. *See generally* attached Exhibits B<sup>1</sup> & C.<sup>2</sup> These CBAs not only further the policy of the United States, as set forth in 29 U.S.C. § 151, but they do so in a way that is consistent with the Mission of this PUC, *to wit*, “to balance the needs of consumers and utilities; ensure safe and reliable utility service at reasonable rates; protect the public interest; educate consumers to make independent and informed utility choices; further economic development; and foster new technologies and competitive markets in an environmentally sound manner.”

6. Credit ratings have a material financial impact on any public utility’s cost of capital, and by extension, its customers. As set forth in its General Base Rate Filing, FE PA plans to invest significant capital over the next several years, and any degradation of its credit would result in substantially higher costs to customers over the long term. When assessing credit risk of issuers in the electric sector, one of the factors that is regularly considered is whether the labor relationship between the public utility and its labor union(s) is satisfactory. Significant failures in these regards can cause service interruptions and labor cost increases and, in turn, can have a material adverse effect on the utility’s operation. As set forth in the introductory sections of the Met-Ed CBA,

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<sup>1</sup> The Met-Ed CBA has been extended through April 30, 2026.

<sup>2</sup> The FE Call Center CBA has been extended through October 31, 2027.

attached hereto as Exhibit B, FE PA, its customers, and IBEW Local 777 all share a vested interest in seeing that FE PA maintains a strong credit rating.

7. IBEW Local 777 anticipates sponsoring testimony from its principal elected officer, Daulph A. Kline.

8. IBEW Local 777's Petition to Intervene is timely filed within the time permitted by 52 Pa. Code § 5.74.

9. IBEW Local 777 continues to review FE PA's filing, including the accompanying direct testimony and exhibits, and has not yet definitively established its position on the matters presented therein. IBEW Local 777 reserves the right to take positions and seek relief based on its review of the various filings, discovery responses, or the positions taken by other parties in this proceeding.

10. As the foregoing demonstrates, IBEW Local 777 not only has a direct interest in the outcome of this rate proceeding, but what is more, there is a substantial risk that this case may impair its interests absent being permitted to intervene in this matter. *See* 52 Pa. Code § 5.72(a)(2). IBEW Local 777 is confident that its participation in these proceedings will not unduly broaden the issues presented herein. Similarly, given its unique status as the exclusive representative of hundreds of employees who work directly for Met-Ed and FE, no existing or potential party could adequately protect the interests of IBEW Local 777 or offer the perspective that it is uniquely positioned to present. *See* 52 Pa. Code § 5.72(a)(3). Thus, IBEW Local 777 submits that its participation in this

proceeding will lead to a more well-reasoned decision on the part of the PUC.

**WHEREFORE**, it is respectfully requested that IBEW Local 777 be permitted to intervene in the above-captioned matter as a party.

RESPECTFULLY SUBMITTED this 30<sup>th</sup> day of April, 2024.

O'BRIEN, BELLAND & BUSHINSKY, LLC  
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Counsel to Intervenor-Applicant IBEW Local 777

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the following parties to this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by participant).

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Attorney for Intervenor-Applicant IBEW Local 459

/s/ Cristina Gallardo-Sanidad

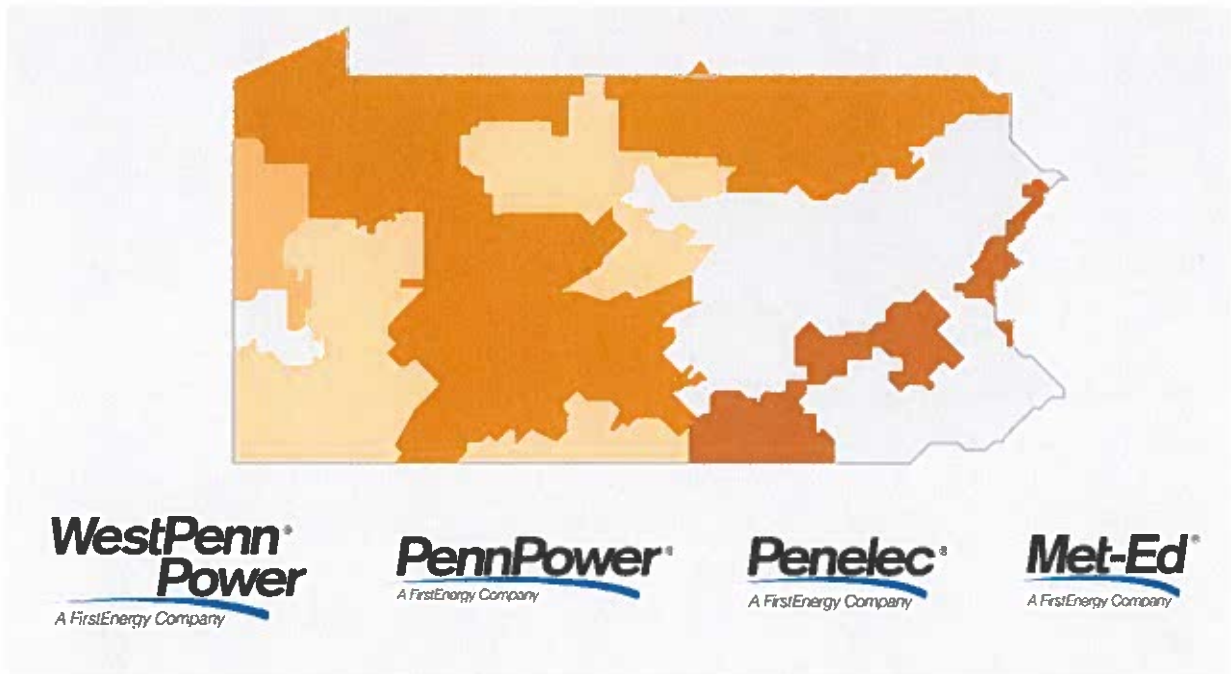
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# EXHIBIT A

# FirstEnergy Pennsylvania Will File Rate Review to Support Continued Service Reliability Enhancements for Customers

## Company Continues Efforts to Keep Costs Manageable for Customers



READING, Pa., April 2, 2024 – FirstEnergy Pennsylvania (FE PA), a subsidiary of FirstEnergy Corp. (NYSE: FE) doing business as Met-Ed, Penn Power, Penelec and West Penn Power, will request today a review of its base electric rates by the Pennsylvania Public Utility Commission (PUC). The proposed rate adjustment builds on service reliability enhancements made in recent years by upgrading additional distribution grid equipment, providing ongoing tree trimming with a focus on off-right-of-way trees and creating a dedicated team to help low-income residential customers participate in bill assistance programs.

The rate proposal is designed to benefit more than two million customers by continuing FE PA's work to reduce or minimize outages throughout its service territory and enhancing key services. Highlights of the rate review proposal include:

- Modernizing the grid with automated technologies that can prevent or reduce the scope and duration of power outages.
- Increasing the frequency of inspections of overhead circuits and transformers to identify and replace aging equipment.
- Converting about 85,000 company-owned streetlights to energy-efficient LED streetlights that save electricity and money.
- Removing more than 2.4 million trees and overhanging limbs that pose a threat to damage poles and wires along 14,000 miles of line, both on and around power line corridors, over the next 10 years to help reduce tree-related electric service interruptions. Off-right-of-way trees are responsible for more than 90% of tree-caused service interruptions.
- Creating an Energy Assistance Outreach Team to increase awareness and participation in energy assistance programs available to low-income customers.

- Eliminating service fees for customers to pay their electric bills by credit card, benchmarking and customer surveys found 43 percent of customers would pay by credit card if there were no fees.
- Creating an electric vehicle (EV) pilot program to encourage customers to purchase EVs by providing rebates for licensed electricians to install home chargers and other incentives.

**Scott Wyman, President of FirstEnergy's Pennsylvania Operations:** "Continued investments in a smart, modern energy grid coupled with an expanded vegetation management program that targets trees threatening our equipment will help us deliver on our commitment to providing dependable electricity to homes, businesses and communities. The work we are doing makes a positive difference – installation of new equipment coupled with proactive tree trimming has helped reduce the frequency of electric service interruptions experienced by our Pennsylvania customers by 14 percent since 2019. This rate proposal balances the need to invest in the system while helping keep electric bills comparable to other utilities in the state."

FE PA's rate request totals \$502 million across its four Pennsylvania rate districts. If approved, monthly bills would increase on average in the range of \$16.61 to \$21.30 or about 9.2% to 11.8% for a typical FE PA residential customer using 1,000 kilowatt-hours (kWh) per month. The average monthly bill for FE PA customers would be in line with the statewide average for typical customers served by the other three major electric utilities in Pennsylvania.

FE PA last filed a Pennsylvania rate review in 2016 with rates taking effect in January 2017.

Specific rate review impacts of the current filing are as follows:

- Met-Ed has requested an increase of \$146 million. If approved, the total bill for the typical residential customer using 1,000 kWh per month would increase 9.2% or \$17.31 for a new monthly total bill of \$205. The bill for a commercial customer using 40 kilowatts (KW) for 250 hours would increase 3.9% or \$57.61 for a total bill of \$1,523.59. The bill for an industrial customer using 20 megawatts (MW) for 474 hours would increase by 0.5% or \$4,958.02 for a total bill of \$922,490.44.
- Penelec has requested an increase of \$132 million. If approved, the total bill for the typical residential customer using 1,000 kWh per month would increase 9.8% or \$19.79 for a new monthly total bill of \$220.75. The bill for a commercial customer using 40 KW for 250 hours would increase 4.4% or \$66.52 for a total bill of \$1,576.49. The bill for an industrial customer using 20 MW for 474 hours would increase by 1.8% or \$9,806.10 for a total bill of \$558,069.72.
- Penn Power has requested an increase of \$55 million. If approved, the total bill for the typical residential customer using 1,000 kWh per month would increase 11.8% or \$21.30 for a new monthly total bill of \$201.88. The bill for a commercial customer using 40 KW for 250 hours would increase 4.1% or \$61.05 for a total bill of \$1,549.85. The bill for an industrial customer using 20 MW for 474 hours would increase by 0.7% or \$2,764.34 for a total bill of \$373,144.37.
- West Penn has requested an increase of \$169 million. If approved, the total bill for the typical residential customer using 1,000 kWh per month would increase 10.6% or \$16.61 for a new monthly total bill of \$172.98. The bill for a commercial customer using 40 KW for 250 hours would increase 4.6% or \$61.03 for a total bill of \$1,374.25. The bill for an industrial customer using 20 MW for 474 hours would increase by 0.3% or \$1,917.74 for a total bill of \$642,064.14.

Pending PUC approval, FE PA has requested that the new rates take effect on June 1, 2024. For more information about the proposed rate plan, customers may call the company at 1-800-545-7741.

Met-Ed, Penelec, Penn Power and West Penn Power continue efforts to keep costs manageable for customers. To help customers manage their bills, average payment plans, special payment plans and access to energy assistance programs are offered. For more information, please visit [www.firstenergycorp.com/billassist](http://www.firstenergycorp.com/billassist). To learn more about energy efficiency products and programs to help save money, visit [www.energysavepa.com](http://www.energysavepa.com).

The public is invited to comment on the filing through the PUC's public comment process and FE PA will participate in public meetings about the plan and engage key stakeholders to ensure an open and thorough review of the proposal.

Met-Ed serves approximately 592,000 customers within 3,300 square miles of eastern and southeastern Pennsylvania. Follow Met-Ed on X, formerly known as Twitter, [@Met Ed](https://twitter.com/MetEd) and on Facebook at [www.facebook.com/MetEdElectric](http://www.facebook.com/MetEdElectric).

Penelec serves approximately 597,000 customers within 17,600 square miles of northern and central Pennsylvania and western New York. Follow Penelec on X [@Penelec](https://twitter.com/Penelec) and on Facebook at [facebook.com/PenelecElectric](http://facebook.com/PenelecElectric).

Penn Power serves approximately 173,000 customers in all or parts of Allegheny, Beaver, Butler, Crawford, Lawrence and Mercer counties in western Pennsylvania. Follow Penn Power on X [@Penn Power](https://twitter.com/PennPower), on Facebook at [www.facebook.com/PennPower](http://www.facebook.com/PennPower), and online at [www.pennpower.com](http://www.pennpower.com).

West Penn Power serves approximately 746,000 customers in 24 counties within central and southwestern Pennsylvania. Follow West Penn on X [@W Penn Power](https://twitter.com/WPennPower) and on Facebook at [facebook.com/WestPennPower](http://facebook.com/WestPennPower).

FirstEnergy is dedicated to integrity, safety, reliability and operational excellence. Its electric distribution companies form one of the nation's largest investor-owned electric systems, serving customers in Ohio, Pennsylvania, New Jersey, West Virginia, Maryland and New York. The company's transmission subsidiaries operate approximately 24,000 miles of transmission lines that connect the Midwest and Mid-Atlantic regions. Follow FirstEnergy online at [www.firstenergycorp.com](http://www.firstenergycorp.com) and on X [@FirstEnergyCorp](https://twitter.com/FirstEnergyCorp).

**Forward-Looking Statements:** This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 based on information currently available to management. Such statements are subject to certain risks and uncertainties and readers are cautioned not to place undue reliance on these forward-looking statements. These statements include declarations regarding management's intents, beliefs and current expectations. These statements typically contain, but are not limited to, the terms "anticipate," "potential," "expect," "forecast," "target," "will," "intend," "believe," "project," "estimate," "plan" and similar words. Forward-looking statements involve estimates, assumptions, known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements, which may include the following: the potential liabilities, increased costs and unanticipated developments resulting from government investigations and agreements, including those associated with compliance with or failure to comply with the Deferred Prosecution Agreement entered into July 21, 2021 with the U.S. Attorney's Office for the Southern District of Ohio; the risks and uncertainties associated with government investigations and audits regarding Ohio House Bill 6, as passed by Ohio's 133rd General Assembly ("HB 6") and related matters, including potential adverse impacts on federal or state regulatory matters, including, but not limited to, matters relating to rates; the risks and uncertainties associated with litigation, arbitration, mediation, and similar proceedings, particularly regarding HB 6 related matters, including risks associated with obtaining dismissal of the derivative shareholder lawsuits; changes in national and regional economic conditions, including recession, rising interest rates, inflationary pressure, supply chain

disruptions, higher energy costs, and workforce impacts, affecting us and/or our customers and those vendors with which we do business; weather conditions, such as temperature variations and severe weather conditions, or other natural disasters affecting future operating results and associated regulatory actions or outcomes in response to such conditions; legislative and regulatory developments, including, but not limited to, matters related to rates, compliance and enforcement activity, cyber security, and climate change; the risks associated with physical attacks, such as acts of war, terrorism, sabotage or other acts of violence, and cyber-attacks and other disruptions to our, or our vendors', information technology system, which may compromise our operations, and data security breaches of sensitive data, intellectual property and proprietary or personally identifiable information; the ability to meet our goals relating to employee, environmental, social and corporate governance opportunities, improvements, and efficiencies, including our greenhouse gas ("GHG") reduction goals; the ability to accomplish or realize anticipated benefits through establishing a culture of continuous improvement and our other strategic and financial goals, including, but not limited to, overcoming current uncertainties and challenges associated with the ongoing government investigations, executing our Energize 365 transmission and distribution investment plan, executing on our rate filing strategy, controlling costs, improving our credit metrics, growing earnings and strengthening our balance sheet; changing market conditions affecting the measurement of certain liabilities and the value of assets held in our pension trusts may negatively impact our forecasted growth rate, results of operations, and may also cause us to make contributions to our pension sooner or in amounts that are larger than currently anticipated; mitigating exposure for remedial activities associated with retired and formerly owned electric generation assets; changes to environmental laws and regulations, including but not limited to those related to climate change; changes in customers' demand for power, including but not limited to, economic conditions, the impact of climate change, emerging technology, particularly with respect to electrification, energy storage and distributed sources of generation; the ability to access the public securities and other capital and credit markets in accordance with our financial plans, the cost of such capital and overall condition of the capital and credit markets affecting us, including the increasing number of financial institutions evaluating the impact of climate change on their investment decisions; future actions taken by credit rating agencies that could negatively affect either our access to or terms of financing or our financial condition and liquidity; changes in assumptions regarding factors such as economic conditions within our territories, the reliability of our transmission and distribution system, or the availability of capital or other resources supporting identified transmission and distribution investment opportunities; the potential of non-compliance with debt covenants in our credit facilities; the ability to comply with applicable reliability standards and energy efficiency and peak demand reduction mandates; human capital management challenges, including among other things, attracting and retaining appropriately trained and qualified employees and labor disruptions by our unionized workforce; changes to significant accounting policies; any changes in tax laws or regulations, including, but not limited to, the Inflation Reduction Act of 2022, or adverse tax audit results or rulings; and the risks and other factors discussed from time to time in our Securities and Exchange Commission ("SEC") filings. Dividends declared from time to time on FirstEnergy Corp.'s common stock during any period may in the aggregate vary from prior periods due to circumstances considered by FirstEnergy Corp.'s Board of Directors at the time of the actual declarations. A security rating is not a recommendation to buy or hold securities and is subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating. These forward-looking statements are also qualified by, and should be read together with, the risk factors included in FirstEnergy Corp.'s (a) Item 1A. Risk Factors, (b) Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, and (c) other factors discussed herein and in FirstEnergy's other filings with the SEC. The foregoing review of factors also should not be construed as exhaustive. New factors emerge from time to time, and it is not possible for management to predict all such factors, nor assess the impact of any such factor on FirstEnergy Corp.'s business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any

for forward-looking statements. FirstEnergy Corp. expressly disclaims any obligation to update or revise, except as required by law, any forward-looking statements contained herein or in the information incorporated by reference as a result of new information, future events or otherwise.

News Media Contact: Todd Meyers, (724) 838-6650; Investor Contact: Irene Prezelj, (330) 384-3859

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# EXHIBIT B

**2017 - 2022 AGREEMENT**

**AGREEMENT**

**BETWEEN**

**Metropolitan Edison Company**

**AND**

**Local Union 777**

**of the**

**International Brotherhood of  
Electrical Workers  
(AFL-CIO)**

**May 1, 2017 – April 30, 2022**



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**AGREEMENT**  
between  
**METROPOLITAN EDISON COMPANY**  
and  
**LOCAL UNION 777**  
of the  
**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**  
**(AFL-CIO)**

**PREAMBLE**

AGREEMENT, made and entered into this 16th day of February 2017 by and between Metropolitan Edison Company, FirstEnergy Service Company, its successors or assigns (collectively referred to as the "Company,") and Local Union 777 of the International Brotherhood of Electrical Workers (the "Union" or the "Brotherhood" or "Local 777") as the exclusive collective bargaining representative for regular employees in the bargaining unit hereinafter described, now or hereafter employed by the Company, during the term of this Agreement. Additionally, an absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this Agreement.

**WITNESSETH**

As employees of Met-Ed, we are committed to the mission to be the premier supplier of energy and energy-related services through the skills of our employees and the excellence of our customer service. Because all of the Company's employees share a mutual interest in adapting to the fundamental and far-reaching changes that are impacting the electric utility industry, we stand together to meet the challenges of increased competition and regulatory changes. We understand that with change comes uncertainty, but change also brings new opportunity. **THOUGH THE RULES MAY HAVE CHANGED, WE STILL INTEND TO WIN.** While we may not be able to predict the future, we hereby offer our personal commitment to work together to achieve excellence in our customer service, to price our product competitively and to show that, through our common efforts, we can set a new standard for performance. Our employees and customers will benefit

from our adoption of new work practices and technology, and we desire to establish and clarify additional specific conditions for Company employees, as well as to provide them with negotiated rates of pay, hours of work and other conditions of employment during the term of this Agreement. At the same time, we commit to resolving any differences that may occur with continual communication, rational judgment, trustworthiness and a common sense approach.

NOW THEREFORE, and to these ends, and in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATION AND RECOGNITION**

1.1 The Brotherhood has proved to the satisfaction of the Company that it represents a majority of all production employees of the Company (as defined in Section 1.2 and as found in the various job classifications evidenced by Schedule "A" attached hereto and made a part hereof), which constitute an appropriate bargaining unit. The Company hereby recognizes the Union, IBEW Local 777, as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of work of all such employees.

Accordingly, the Company agrees to meet and deal with the duly accredited officers, committees and representatives of IBEW Local 777 upon all matters covered by the terms of this Agreement.

1.2 Production employees are those who handle tools, materials, equipment; operate, repair or install machinery or apparatus; meter readers; layout men, clerks and map workers in Engineering Departments; certain Building Service employees and clerks assigned to duty in production departments.

The employees to whom this agreement applies, together with the work usually performed by them, are further identified by job classifications and job numbers shown in Schedule "A", attached hereto and made a part hereof.

1.3 This agreement shall not apply to executives, administrators, professional or sales persons, clerical employees (other than those assigned to duty in production departments), department heads, superintendents, system dispatchers, foremen, certain general office building service employees, nor to other persons occupying a close and confidential relationship to Management.

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# EXHIBIT C



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**AGREEMENT**

**BETWEEN**

**FIRST ENERGY SERVICE COMPANY**

**AND**

**Local Union 777 (Call Center)**

**OF THE**

**International Brotherhood of  
Electrical Workers  
(AFL-CIO)**

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**PREAMBLE**

THIS AGREEMENT, made and entered into this ~~24<sup>th</sup> day of September 2015~~ <sup>9<sup>th</sup> day of May 2018</sup> by and between FirstEnergy Service Company Call Center at 2800 Pottsville Pike, Reading, PA (collectively referred to as the "Company") and Local Union 777 of the International Brotherhood of Electrical Workers (the "Union" or the "Brotherhood" or "Local 777").

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**ARTICLE I  
REPRESENTATION AND RECOGNITION**

1.1 The Company agrees to recognize the Union as the exclusive bargaining representative of employees with respect to rates of pay, wages, hours of work and other conditions of work pertaining to the employment of all regular full time and regular part time Customer Service Associates (known as Customer Service Representatives) employed by the employer specifically at its Call Center located at 2800 Pottsville Pike, Reading, PA, in accordance with the Certification issued by the National Labor Relations Board in Case No. 4-RC-061876. Excluded are Customer Service Associates in the Revenue Operations and Compliance and Human Services/Energy Efficiency sections, Customer Service Specialist, Business Analyst, administrative assistants, clerical employees, managerial employees, professional employees, guards and supervisors as defined by the Act.

Accordingly, the Company agrees to meet and deal with duly accredited officers, committees, and representatives of IBEW Local 777 upon all matters covered by the terms of this Agreement.

1.2 The employees to whom this agreement applies, together with the work usually performed by them, are further identified by job classifications and job numbers shown in Schedule "A," attached hereto and made part hereof.

**ARTICLE II  
EMPLOYER-EMPLOYEE RELATIONSHIP**

2.1 It is understood by the parties to this agreement that the right to hire, to transfer, to reassign, to demote, to discipline, to lay off and to discharge employees for proper cause; to determine the number of employees to be employed; to determine employees' qualifications and assign and direct their work; promote, recall, to set the starting and quitting time, the number of hours, shifts and days to be worked; to make, change and enforce safety and security rules; to expand, alter, combine transfer assign or cease any job, operation or service; to use contractors to perform work or services; to issue, amend and revise policies, rules and regulations; maintain the efficiency of operations, to introduce new or improved service and maintenance methods, materials, technology and equipment; and to take whatever reasonable action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees is vested in the Company, provided that the exercise of any such action will

not result in the unjust discrimination against any employee, or avoid any of the provisions of the Agreement.

2.2 The Company and its agents will not discriminate in any manner whatsoever against any member of the Union because of their membership and activity in the Union; nor will the Union authorize or approve unlawful coercion of employees in order to cause them to become members of the Union.

2.3(a) It is agreed that all employees who are members of the Union, or who hereafter become members thereof, shall be required, as a condition of employment, to remain members of the Union in good standing according to its Constitution and By-Laws, for the term of this Agreement, failing wherein, the Financial Secretary of the Local shall notify Human Resources of such fact by certified mail; the Company shall then within three (3) calendar days after receipt of notification inform the delinquent employee in writing that he/she will be discharged from employment by the Company seven (7) calendar days from the date of notice by the Company, unless during this period the employee produces a current receipt issued by the Financial Secretary of the Local 777 that he/she is restored to good standing.

(b) It is understood that the Company will only discharge an employee for failure to tender periodic reasonable dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(c) On presentation by the Brotherhood to the Human Resources of "Authorizations to check off Union Dues" of members of the Union (in a form satisfactory to the Company), the Company shall deduct weekly from the wages of such members the amount of dues provided for in the authorizations, (or as subsequently amended by the Local Union in accordance with its Constitution and By-Laws and the Constitution of the International Brotherhood of Electrical Workers and certified to the Company by the Financial Secretary of the Local Union) and shall remit the same monthly within ten (10) days of the date of last deduction in the month to the Financial Secretary of the Local Union.

Such deductions shall be made from pay earned in each of the first four (4) weekly payroll deductions in a month, if such earnings exceed the amount of the authorization dues deduction, after other deductions.

The Company will terminate such deductions in the event that the employee's employment is terminated or the employee's position is no longer subject to this Agreement. An employee can revoke his/her authorization by sending thirty (30) days' notice to cancel his/her dues deduction to the Local Union Financial Secretary via certified mail.

The Company shall not be required to make payroll deductions for initiation fees, assessments, penalties, or other pays assessed by the Union.

The Company, in making these deductions, acts only as agent for the Union and shall not be responsible for errors or negligence in making or failing to make deductions.



The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the foregoing provisions.

2.4 It is further agreed that all questions of union security, arising during the term of this agreement shall become the exclusive concern of the Business Manager of the International Brotherhood and the Director of FirstEnergy Contact Center, or their especially authorized deputies, and their mutual decision in these matters shall be binding on all concerned for the term of this agreement.

2.5 Employees working within the classifications shown in Schedule "A", attached hereto and made a part hereof, with the exception of those specifically exempted by agreement between the Company and the Union, shall be required to affiliate with the Union on the thirty-first (31<sup>st</sup>) day after either (a) the effective date of this agreement for present employees not exempted; (b) the date of transfer for employees transferred to classification within the bargaining unit; or (c) the date of employment for newly hired provisional, temporary or seasonal employees. Failure to so affiliate with the Union shall result in discharge within three (3) workdays after written notice to the Company by the Local Union.

2.6 Each newly hired employee who may be subject to the terms and conditions of this agreement will be furnished by the Company with a copy of same, and the employee's attention will be called to the Union membership requirements hereof.

2.7 In the interest of safety, continuity of service, and efficient and orderly operation, the Union agrees that its members will abide by the Company's rules and regulations. Accordingly, it is understood by both the Union and the Company, that all rules and regulations now in effect or as adopted or changed in the future shall be strictly enforced and observed at all times. However, no rule or regulation shall be adopted which is contrary to the law, or to the terms of this agreement, except at a legally enforceable order of an agency of the Government.

### **ARTICLE III SENIORITY AND PROBATION**

3.1(a) Seniority is defined as the length of continuous employment by the Company in a bargaining unit position within the Local Union 777 and shall begin with the first day of the latest continuous employment. Sick or accident leaves, or other leaves of absence shall not affect seniority.

(b) If two (2) or more people were hired on the same date, their seniority will be determined by their SAP Number with the lower SAP number reflecting the higher seniority.

(c) Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority. The Company will notify the

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