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April 12, 2024

VIA eFILING

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

**Re: Pa. PUC v. PECO Energy Company - Electric Division
Docket No. R-2024-3046931
Petition to Intervene of IBEW Local 614**

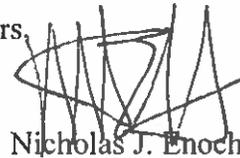
Dear Secretary Chiavetta,

Please find the Petition to Intervene of Local 614 of the International Brotherhood of Electrical Workers, AFL-CIO for filing in the PECO Energy 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.


Charles T. Joyce

Sincerely yours,


Nicholas J. Enoch

Counsel to Intervenor-Applicant IBEW Local 614

NJE:cgs

cc: Certificate of Service

F:\Law Office client directory\IBEW Local 614\005\Headings\2024-4-12 (1974-005) Motion to Intervene Cover Letter.wpd

**BEFORE THE
PENNSYLVANIA PUBLIC SERVICE COMMISSION**

Pennsylvania Public Utility Commission

v.

Docket No. R-2024-3046931

Peco Energy Company - Electric Division

**PETITION TO INTERVENE OF LOCAL 614 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

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

Pursuant to 52 Pa. Code Sections 5.71 through 5.74, Local Union 614 of the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW Local 614”), by and through undersigned counsel, hereby files this Petition to Intervene in the above-captioned proceeding. In support thereof, IBEW Local 614 states as follows:

1. Petitioner is IBEW Local 614, 4613 West Chester Pike, Upper Level, Newtown Square, Pennsylvania 19073.

2. IBEW Local 614 is, itself, a customer of Peco Energy Company - Electric Division (“PECO”). It is also 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 614's attorneys are:

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4. On March 28, 2024, PECO filed with the PUC its Tariff Electric - Pa. P.U.C. No. 8 ("Filing"), representing a request for a general increase in its electric distribution rates. A summary of, and rationale for, PECO's filing is attached hereto as Exhibit A. It is self-evident that PECO's unionized workforce will be directly impacted by the investments in PECO's electric delivery systems described therein and the outcome of this proceeding.

5. IBEW Local 614 has the privilege of being the exclusive bargaining representative for approximately 1,430 PECO employees, 177 of which work in its call center. Of the 1,253 (or so) non-call center PECO employees represented by IBEW Local 614, roughly seventy-percent (70%) of them work in the Electric Division. In

conjunction therewith, IBEW Local 614 has entered into two separate, and comprehensive, collective bargaining agreements (“CBAs”) with PECO governing the conditions, terms and working conditions of these employees. *See generally* attached Exhibits B & C. 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, PECO 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 PREAMBLE to the parties’ CBAs, attached hereto as Exhibits B & C, PECO, its customers, and IBEW Local 614 all share a vested interest in seeing that PECO maintains a strong credit rating.

7. IBEW Local 614 anticipates sponsoring testimony from its principal elected officer, Lawrence Anastasi.

8. IBEW Local 614's Petition to Intervene is timely filed within the time permitted by 52 Pa. Code § 5.74.

9. IBEW Local 614 continues to review PECO's filing, including the accompanying direct testimony and exhibits, and has not yet definitively established its position on the matters presented therein. IBEW Local 614 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 614 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 614 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 PECO, no existing or potential party could adequately protect the interests of IBEW Local 614 or offer the perspective that it is uniquely positioned to present. *See* 52 Pa. Code § 5.72(a)(3). Thus, IBEW Local 614 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 Locals 614 be permitted to

intervene in the above-captioned matter as a party.

RESPECTFULLY SUBMITTED this 12th day of April, 2024.

SPEAR WILDERMAN, P.C.
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Counsel to Intervenor-Applicant IBEW Local 614

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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EXHIBIT A

Electric & Natural Gas Regulatory Rate Reviews

10 Things to Know

- 1** The proposal, which was submitted as two filings, requests approval of a \$464 million adjustment in PECO's electric delivery rates, which would be offset by a \$64 million credit in 2025, and \$111 million adjustment in its natural gas delivery rates.
- 2** This adjustment is necessary to enable PECO to make investments in its electric and natural gas delivery systems to continue providing customers with the level of service they have come to expect. This includes safe reliable service; improved resiliency of the local energy grid to further reduce the impacts of severe weather, all while enabling the transition to cleaner energy.
- 3** Customer affordability remains a top priority, and the rate adjustment will support programs that help customers save energy and money, including offerings for low-income customers.
- 4** The proposal requests funding to:
 - a.** Maintain and enhance the safety and reliability of PECO's electric and natural gas systems and help ensure the company can continue to meet the growing demand for energy in southeastern Pennsylvania.
 - b.** Expand support for low-income customers, including extending the reach and impact of energy assistance programs that help the region's most vulnerable households.
 - c.** Further enable the grid to accommodate the expanding digital and electrified world; including electric vehicles, solar interconnection, battery storage, and other technologies that will help meet customers' evolving energy needs and expectations.
- 5** During the next five years, PECO is investing approximately \$9.3 billion across its electric and natural gas systems to inspect equipment, complete targeted infrastructure enhancements and corrective maintenance, invest in new equipment, and perform vegetation management work. This investment includes PECO's Reliability & Resiliency Plan, which outlines the investment of \$1.36 billion on targeted reliability-focused electric system infrastructure investments through 2025.
- 6** Since the last electric rate review filing in 2021, PECO customers have seen an increased number of severe storms impacting electric service, but also improved reliability. This comes from investments in infrastructure, including the installation of additional automated devices, which aid in storm restoration. In 2023, 86 percent of PECO customers experienced zero or one outage, a performance that is best-ever for the company.
- 7** In 2023, PECO completed 280 projects to replace nearly 270,000 feet of existing natural gas lines as well as the the replacement of all cast iron and bare steel service lines. In addition, all cast iron and bare steel natural gas mains will be replaced by 2035.
- 8** **Electric Bill Impact:** A typical residential electric customer would see a bill increase of about \$16.67 per month or 12.3% in 2025, with a \$2.70 or 1.8% increase in 2026. A typical small commercial electric customer would see a bill increase by about \$80.89 per month, or 7.3% in 2025, with additional \$6.50 or 0.5% increase in 2026.
- 9** **Natural Gas Bill Impact:** A typical residential natural gas customer would see a bill increase of about \$16.15 per month, or 16.5%. A typical small commercial natural gas customer would see a bill increase of about \$47.13 per month, or 11.9%.
- 10** **If approved, the proposed rate increases would go into effect on January 1, 2025.**

EXHIBIT B

Collective Bargaining Agreement

Between

PECO Energy Company

And

**Local Union No. 614,
International Brotherhood
of Electrical Workers**

April 1, 2021 to March 31, 2026

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PECO ENERGY COMPANY AND
LOCAL UNION 614 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

PREAMBLE

THIS AGREEMENT made and entered into by and between PECO ENERGY COMPANY, hereinafter referred to as the "Company" and LOCAL UNION 614 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS hereinafter referred to as the "Union",

WITNESSETH:

WHEREAS the Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well being of a large number of the population, and

WHEREAS the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in serving the public, and

WHEREAS this responsibility to the public is the mutual responsibility of both employees and the management of the Company and requires that any disputes arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public, and

WHEREAS both parties hereto recognize this mutual responsibility of service to the public, and

WHEREAS both parties hereto desire to enter into an agreement eliminating any strikes, reasons for strikes, stoppage of work, or lockouts, during the term of said Agreement and during any period while negotiations are in progress between them for any change or renewal of said Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

**ARTICLE I
Representation and Recognition**

1.1 Exclusive Bargaining Agent

The Union having been certified by the National Labor Relations board under Case 4-RC-20802 as the bargaining agent for the employees specified by the National Labor Relations Board in that certification is hereby recognized as the exclusive bargaining representative for said employees. For the purpose of this Agreement, the Company recognizes representatives of the International Brotherhood of Electrical Workers and the Union as representatives of the Union.

1.2 Job Classifications and Locations

Employees under this Agreement shall include individuals working in the job classifications and locations as agreed in NLRB Case 4-RC-20802.

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EXHIBIT C

Collective Bargaining Agreement

Between

**PECO Energy Company
Call Center**

And

**Local Union No. 614,
International Brotherhood
of Electrical Workers**

April 1, 2021 to March 31, 2026

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PECO ENERGY COMPANY CALL CENTER AND
LOCAL UNION 614 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

PREAMBLE

THIS AGREEMENT made and entered into by and between PECO ENERGY COMPANY CALL CENTER, hereinafter referred to as the "Company" and LOCAL UNION 614 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS hereinafter referred to as the "Union",

WITNESSETH:

WHEREAS the Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well being of a large number of the population, and

WHEREAS the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in serving the public, and

WHEREAS this responsibility to the public is the mutual responsibility of both employees and the management of the Company and requires that any disputes arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public, and

WHEREAS both parties hereto recognize this mutual responsibility of service to the public, and

WHEREAS both parties hereto desire to enter into an agreement eliminating any strikes, reasons for strikes, stoppage of work, or lockouts, during the term of said Agreement and during any period while negotiations are in progress between them for any change or renewal of said Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I

Representation and Recognition

1.1 Exclusive Bargaining Agent

The Union having been certified by the National Labor Relations board under Case 4-RC-20921 as the bargaining agent for the employees specified by the National Labor Relations Board in that certification is hereby recognized as the exclusive bargaining representative for said employees. For the purpose of this Agreement, the Company recognizes representatives of the International Brotherhood of Electrical Workers and the Union as representatives of the Union.

1.2 Job Classifications and Locations

Employees under this Agreement shall include individuals working in the job classifications and locations as agreed in NLRB Case 4-RC-20921.

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