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April 17, 2024

VIA eFILING

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

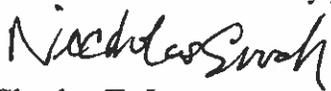
**Re: Pa. PUC v. PECO Energy Company - Gas Division
Docket No. R-2024-3046932
Petition to Intervene of IBEW Local 614
Our File No. 1974-004**

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.

Sincerely yours,


Charles T. Joyce


Nicholas J. Enoch

Counsel to Intervenor-Applicant IBEW Local 614

NJE:cgs

cc: Certificate of Service

F:\Law Office client directory\IBEW L. 614 004 Pleadings 2024-4-17 (1974-004) Motion to Intervene Cover Letter.wpd

**BEFORE THE
PENNSYLVANIA PUBLIC SERVICE COMMISSION**

Pennsylvania Public Utility Commission

v.

Docket No. R-2024-3046932

Peco Energy Company - Gas 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, located at 4613 West Chester Pike, Upper Level, Newtown Square, Pennsylvania 19073.

2. IBEW Local 614 is, itself, a customer of Peco Energy Company - Gas 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 Gas - Pa. P.U.C. No. 6 (“Filing”), representing a request for a general increase in its natural gas 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 natural gas 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 thirty-percent (30%) of them work in the Gas 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 natural gas 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 James Glenn, Business Agent and Chairman of the Local's Executive Board.

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 17th day of April, 2024.

SPEAR WILDERMAN, P.C.
LUBIN & ENOCH, 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



Your PECO account number has changed and will appear on your next bill or eBill. To learn more about this change and to use our Account Number Lookup tool, visit peco.com/NewBill



[Sign In](#) [Register](#) [Menu](#)

FOR IMMEDIATE RELEASE

PECO Deepens Commitment to Safe and Reliable Energy Service with Proposal to Invest in Efforts to Strengthen and Modernize Infrastructure and Expand Services and Support for Customers

PHILADELPHIA | March 28, 2024

PECO Communications | [✉ PECO.Media@exeloncorp.com](mailto:PECO.Media@exeloncorp.com)

PECO has submitted a request to the Pennsylvania Public Utility Commission seeking approval to adjust its energy delivery rates for electric and natural gas to expand the company's investment in its local electric and natural gas infrastructure and to enhance programs and services for customers. These investments are critical to meet the increasing energy needs of customers, expand services and programs related to energy assistance and electric vehicles (EVs), and to provide the level of service customers have come to expect.

The request, which was submitted today as two filings, is part of PECO's increased efforts to deliver safe and reliable energy service to its 1.7 million electric and more than 552,000 natural gas customers and to meet the region's future energy needs. These planned investments will enable PECO to further improve service reliability, electric grid resiliency and reduce the impacts of severe weather, expand support customers who may be struggling financially, and help customers explore cleaner energy options.



As part of the request, PECO would recover an additional \$464 million for its electric investments, which would be offset by a \$64 million credit in 2025. The company also would recover an additional \$111 million for its natural gas investments. PECO's

Feedback

significant infrastructure investments, including the \$9.3 billion the company plans to spend over the next five years, have helped deliver **record electric reliability** and continued replacement of existing natural gas mains and service lines with new plastic pipe enhances safety, improves service, and reduces methane emissions.

“There is an increasing need to invest in stronger and more modernized energy infrastructure to enhance reliability, help enable wider adoption of cleaner energy resources, and provide customers with the level of service they have come to expect from us,” said Dick Webster, PECO vice president of Regulatory Policy & Strategy. “The need for safe and reliable energy service is more essential than ever as our customers, large and small, depend on this service to power their homes, their businesses, and their lives.”

The proposal requests funding to:

- 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.
- Expand support for low-income customers, including extending the reach and impact of energy assistance programs that help the region’s most vulnerable households.
- Further enable the grid to accommodate the expanding digital and electrified world; including EVs, solar interconnection, battery storage, and other technologies that will help meet customers’ evolving energy needs and expectations.

Based on the current proposal, a typical PECO residential electric customer would see a monthly bill increase of \$16.67 or 12.3% per month in 2025, and an additional \$2.70 or 1.8% increase in 2026. A typical residential natural gas customer would see a \$16.15 or 16.5% increase per month. If approved, the newly proposed rates would take effect on January 1, 2025.

PECO has the highest customer assistance program participation in the state to help customers manage their energy bills. Income-qualified programs are available to help customers with past-due balance forgiveness, energy efficiency measures, hardship grants, and referrals for other services. The company also helps connect customers with programs that provide grant assistance for outstanding balances, like LIHEAP. For more information about assistance programs, customers can visit peco.com/help.

PECO’s infrastructure projects are important to the local economy and play a key role in the company’s efforts to be a partner in Pennsylvania’s sustained economic development. Investments in energy infrastructure improve service for customers while

also driving economic development and job creation in the local economy. In addition to these benefits, PECO's broader economic impact is felt across southeastern Pennsylvania and beyond. In 2023, PECO:

- Purchased \$597 million in goods and services from diversity-certified suppliers, which accounted for 43 percent of the company's total yearly purchases.
- Provided more than \$7 million to more than 300 area nonprofits, while employees volunteered more than 21,000 hours in support of 309 different events and organizations.
- Connected more than 120,000 customers with \$100 million in energy assistance, supporting those that may be going through challenging times.

To learn more about the filings visit peco.com/rates or call 1-800-494-4000.

###

PECO, founded in 1881, is Pennsylvania's largest electric and natural gas delivery company. Headquartered in Philadelphia, PECO delivers energy to nearly 1.7 million electric customers and more than 548,000 natural gas customers in southeastern Pennsylvania. The company's 2,900 employees are dedicated to the safe and reliable delivery of electricity and natural gas as well as enhanced energy management conservation, environmental stewardship and community assistance. PECO is a subsidiary of Exelon Corporation (Nasdaq: EXC), a Fortune 250 company and the nation's largest energy delivery company, serving more than 10 million customers through six fully regulated transmission and distribution utilities. For more information visit [PECO.com](https://peco.com), and connect with the company on [Facebook](https://www.facebook.com/peco) and [X](https://twitter.com/peco), formally known as Twitter.

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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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