

14

1,000 workers

Collective Bargaining Agreement

between

Midwest Generation, LLC

and

International Brotherhood of Electrical Workers

Local 15

March 6, 2006

to

December 31, 2009

Collective Bargaining Agreement

between

Midwest Generation, LLC

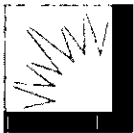
and

**International Brotherhood of Electrical Workers
Local 15**

March 6, 2006

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December 31, 2009



**MIDWEST
GENERATION, LLC**

An **EDISON INTERNATIONALSM** Company



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THIS AGREEMENT, dated March 6, 2006 is entered into by and between MIDWEST GENERATION, LLC and LOCAL UNION 15 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO)

ARTICLE 1 UNION RECOGNITION AND DEFINITIONS

1.1 Exclusive Bargaining Agreement

Midwest Generation, LLC recognizes Local Union 15 of the International Brotherhood of Electrical Workers, as the exclusive bargaining agent under section 9(a) of the National Labor Relations Act for all operations, maintenance, fuel, material handling, and clerical employees who are employed at the following Illinois generating stations for the purpose of collective bargaining in respect to matters of pay, wages, hours of employment fringe benefits and other terms and conditions of employment:

Collins
Crawford
Fisk
Joliet
Powerton
Waukegan
Will County

This Agreement shall be binding upon the parties and their respective successors and assigns. Subject to the Company obtaining all necessary approval of any governmental authority, the Company shall require such purchaser or transferee to assume the obligations under this Agreement until the expiration of the term of this Agreement

The Company is committed to remaining neutral during any Union organizing campaign directed at Employees traditionally represented by the Union at other generating stations in Illinois. The Company also recognizes that Employees are permitted to express their views and opinions regarding Union representation provided their actions are lawful and conducted in accordance with Company policies.

1.2 Job Classifications

Employees under this Agreement shall include individuals working in the following job classifications:

- a) Unit Operator
- b) Material and Supply Coordinator
- c) Peaker Technician
- d) Clerk
- e) Laborer
- f) Coal Plant Operator
- g) Instrument Mechanic
- h) Maintenance Electrician
- i) Maintenance Mechanic
- j) Equipment Operator

1.3 No Exclusive Right to Work

This recognition clause shall not be construed to mean that any Employee or classification of Employees has an exclusive right to any work within the bargaining unit. The Company may assign Employees to perform work as needed.

1.4 Reorganization and Changes to Technology or Classification

A. The Company reserves the right to i) establish new units, departments, divisions or subdivisions; ii) to determine the location, number and deletion of such units, departments, divisions or subdivisions; and iii) to transfer work from one job classification to another or from one department or operation to another.

B. The Company will meet and confer with the Union at least 60 days before implementing any planned departmental reorganization or substantial technological change affecting Employees, changes in an existing job classification, or the establishment of new classifications.

C. Should this discussion result in disagreement, the issue may be subject to the grievance procedure. However, the filing of any grievance shall not delay the implementation of the planned change. Any final determination which affects wage rates shall be retroactive to the date of implementation.

1.5 Definitions

(1) The terms "Company" or "Employer" shall mean Midwest Generation, LLC

(2) The term "Union" shall mean Local Union 15 of the International Brotherhood of Electrical Workers.

(3) The terms "Employee" or "Employees" shall mean only those Employees covered by the terms and conditions of this Agreement.

(4) Masculine pronouns shall include both the masculine and feminine gender.

(5) The term "may" is permissive and discretionary and the terms "will", "must", and "shall" are mandatory.

(6) The term "Party" or "Parties" shall mean the Company and the Union.

ARTICLE 2 UNION AFFAIRS

2.1 Appointment and Authority of Stewards

The Union shall be allowed to appoint a chief steward and a reasonable number of stewards assigned to a specific work group or work groups and in general the jurisdiction of one steward shall not overlap that of any other steward. These individuals shall attempt to adjust disputes or differences referred to them by any of the Employees they have been designated to represent and to participate in the processing of grievances as provided in this Agreement. The Union shall provide the names of such individuals, in writing, to the

Company. Thereafter, the Company shall be within its rights to rely on the voluntary actions and commitments of such individuals as agents of the Union.

2.2 Stewards' Use of Company Time

The Union or its agents will not solicit members, engage in organization work or any other Union activities during the working time of Employees or on Company property except for meetings scheduled during working periods at the request and convenience of the Company, including the handling of grievances. When a steward's or chief steward's obligations under this Agreement can be reasonably performed only during working periods, a request for unpaid time off for these duties may not be unreasonably denied. The Company will continue to pay Employees their regular rate of pay while away from work, at the request of the Union, during work periods, with the Union to promptly reimburse the Company upon the presentation of an invoice.

2.3 Union Visitation Rights

A. The Parties agree that much of the everyday administration of this Agreement can be handled by the stewards and chief stewards. However, a duly authorized non-Employee representative of Local 15 or of the International Union shall have the right to visit the plants during working hours for the purpose of inspecting working conditions and administration of the Agreement.

B. The Company recognizes authorized representatives of the Union as the representatives of the Union and, upon advance notice to the Company, the Union representatives shall have reasonable access to Company property in order to meet with the Employees concerning matters relating to wages, hours, and terms and conditions of employment. When a non-Employee Union representative is present on the property, he will not unreasonably interfere with any Employees in a work status.

2.4 Bulletin Board

Three glass covered, locked bulleting boards may be provided by the Union to be affixed at a convenient location at each plant for the posting of notices pertaining to Union business or matters of special interest to the Employees. The Union will be responsible for the reasonable and proper use and upkeep of the bulletin boards. There shall be no other posting of any kind in any other locations at the plant.

2.5 Dues Check Off

Upon presentation of a written check-off authorization from an Employee, the Company will deduct from the Employee's pay and remit to the Union, initiation fees, dues, agency fees and regular and special assessments. The authorization shall be irrevocable for a period of one year, or until the termination of the current Agreement, whichever occurs sooner; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one year or for the period of each succeeding applicable Agreement between the Company and the Union, whichever shall be shorter, unless written notice of revocation is given by the Employee to the Company and the Union, not more than 30 days and not less than 10 days prior to the expiration of each period of one year, of each applicable Agreement between the Company and the Union, whichever occurs sooner.

2.6 Union Security Clause

Within 30 days of date of hire for new Employees or 30 days following execu-

tion of this Agreement for existing Employees, every Employee covered by this Agreement shall, as a condition of employment become a member of the Union and maintain membership in the Union in accordance with its Constitution and Bylaws.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Management Rights

Except to the extent expressly abridged by this Agreement, the Company reserves, retains and has the sole and exclusive right to manage the business and to take such measures as management may solely *determine* to be necessary for the orderly, efficient and profitable operation of the business; to establish or continue policies, practices and procedures for the conduct of the business, including but not limited to, rules or policies on prohibited discrimination, drugs, alcohol and smoking and, from time to time, to change or abolish such policies, practices or procedures; to establish quality and quantity standards and to judge them; to institute and maintain a limited duty policy; to direct the working forces, including the right to hire, promote, transfer or demote any Employee; to adopt and enforce disciplinary rules; to suspend or discharge employees for just cause; to install and require punching of time clocks or other attendance-keeping methods and make rules for such; to discontinue any process or operation; and to the extent allowed by law, to terminate, merge, sell or lease the business or any part thereof.

ARTICLE 4 NON-DISCRIMINATION

4.1 Non-Discrimination by the Parties

It continues to be the policy of the Company and Union not to harass, discriminate, or retaliate against any employee on account of race, color, religion, gender, national origin, age, marital status, veterans status, Union status or disability.

ARTICLE 5 SERVICE AND SENIORITY

5.1 Service

Length of employment in the Company shall be "Service". "Service" includes:

(1) The length of employment with Commonwealth Edison Company ("ComEd") *provided that the length of employment qualified as "service" with ComEd and that the Employee directly entered the Company's employ as a "transferring employee" on December 15, 1999 pursuant to the terms of the March 22, 1999 Asset Sale Agreement between the Company and ComEd.*

(2) The length of employment with any wholly owned subsidiary of Edison International, other than for bumping purposes under Section 5.19.

5.2 Identical Service Dates

Service of Employees who have the same number of days of uninterrupted service shall be governed by surname alphabetical order with "A" superior to "Z".

5.3 Seniority

Length of continuous employment in a particular job classification shall be "seniority". "Seniority" includes length of employment in a particular job classification with ComEd provided that the length of employment qualified as "seniority" with ComEd and that the Employee directly entered the Company's employ as a "transferring employee" on December 15, 1999 pursuant to the terms of the March 22, 1999 Asset Sale Agreement between the Company and ComEd.

5.4 Identical Seniority Dates

If two or more Employees are promoted to the same job classification on the same date, their seniority order, as to each other, in their new job classification shall be determined by the seniority they had in the job classifications from which they were promoted. Employees in entry level positions with identical seniority dates shall be governed by length of service.

5.5 Broken Service

Service of Employees shall be broken for the following reasons:

- (1) Retirement, resignation or discharge.
- (2) Failure to return to work after a layoff within 10 days after being notified to do so by telephone, personal contact or by letter having been sent to the Employee's last known address on the Company's personnel records.
- (3) Failure to return to work following a leave of absence.
- (4) Following the expiration of recall rights.
- (5) Following the exhaustion of disability benefits.

5.6 Return After Broken Service

Except as otherwise expressly provided in this Agreement, any opportunity to return to work after broken service shall be at the Company's sole discretion and the returning Employee shall be hired as a new Employee. A returning employee, upon completion of one year of service, will have prior service bridged.

5.7 Service and Seniority List

A service and seniority list will be revised by the Company semi-annually and a copy of each revised list shall be provided to the Union.

5.8 Objections to List

In the absence of an objection by the Union to the new service and seniority list within 45 days of receipt of the new list, such lists will govern.

5.9 Transfer and Promotions Within the Bargaining Unit

A. Transfers and promotions within the bargaining unit to positions not in a line of progression will be the Company's discretion. An Employee who is promoted will be given not more than 90 days training and qualifying period for determination as to whether or not the Employee can meet the requirements of the job. If the Employee can not perform the work of the new job classification, the Employee will be transferred back to his former job classification. However, Employees shall have included in their seniority the time spent in the higher job classification.

B. Advancement within a line of progression will be in accordance with Exhibit A.

5.10 Notice to Employee

In the case of a promotion or transfer within the bargaining unit, if the Employee with the highest seniority or service is not selected, the Company will notify that Employee of the reason(s) he was not selected.

5.11 Promotions Outside the Bargaining Unit

The Company at its sole discretion shall have the right to fill positions outside the bargaining unit, including supervisory or other managerial position.

5.12 Filling Vacancies

When filling a vacancy in an existing or newly created job classification by promoting or transferring from within the bargaining unit, the Company will post a notice for a period of 10 days announcing the open position. Employees desiring to be considered must make written application (bid) setting forth their qualifications. Employees who have accepted and completed training for a position shall be deemed to have bid for any openings in that position at his station.

5.13 Transfers and Upgrades

A. Requests for transfers within the bargaining unit shall be granted at the Company's discretion and only in unusual circumstances.

B. When an Employee is temporarily transferred or upgraded to other work in the bargaining unit, the Employee's seniority will continue to accrue in his regular job classification. When temporarily upgraded to a higher paid position the Employee will be paid at the highest rate for which the Employee is qualified as determined by the Company. If temporarily transferred to a lower paid position, the Employee will continue to be paid at his regular rate of pay.

C. Employees upgraded to a management position will have their hourly wage rate increased by \$4 for all hours worked. To the extent the Company finds it practical to do so, taking into account operational needs and Employee qualifications, the Company will upgrade behind the Employee upgraded to a management position, when the assignment is in excess of 30 days.

5.14 Layoffs and Other Curtailments of Employment

The Company has the right to determine the number and classification of Employees required and to lay off Employees for lack of work or other legitimate reasons; to determine the facts of lack of work; and exclusively make the decision as to its existence.

5.15 Alternatives to Layoff

Whenever, because of the workload, the Company determines a layoff is necessary, the Company will first meet and confer with the Union to attempt to formulate a program for spreading the work or moving Employees from one group or department to another or other appropriate action. Nothing in this paragraph shall restrict or interfere with necessary layoffs, following such a meeting, at which severance benefits will also be discussed, if requested by either the Company or Union.

5.16 Layoff Defined

A layoff is a termination of active employment with the right of recall under this Article should, in the Company's sole judgment, conditions warrant.

5.17 Layoffs and Recalls

Layoffs and recall from layoffs shall be by classification from among qualified Employees based on seniority and then service. In the event of a reduction of forces or the closing of a facility, no chief steward shall be displaced from his location as long as there is a position at that location for which he is qualified.

5.18 Bumping Eligibility

In a layoff situation, an Employee must be fully and immediately qualified for any position into which the Employee seeks to bump. Employees will be presumed to be qualified for any position they previously held and were qualified. This presumption is rebuttable by a failure of the Employee to fully perform in the position in a satisfactory manner within a reasonable period not to exceed 45 days.

5.19 Bumping Process

A. Using a combined system wide seniority list for each classification, Employees shall bump the least senior Employee at the appropriate location in their classification. Unit Operators have the right to bump into the Equipment Operator classification. Employees in all classifications who, as a result of the bumping process, are bumped out of their classification are eligible to bump into the Laborer classification by service.

B. Any Employee affected by the bumping process who prefers to be laid off may elect to be laid off and shall retain recall rights in accordance with this Article.

C. The bumping process will be conducted in accordance with the Guidelines for Implementing Reduction in Forces set forth in the Appendix to this Agreement.

5.20 Recall Rights

Based on service, Employees shall have the following periods during which they are eligible for recall from layoff:

- (1) Less than one year - no eligibility
- (2) Greater than one year - 15 months

5.21 Failure to Accept Return from Layoff

If, for any reason, an Employee fails to report within 10 days following a notice of recall under these provisions, he shall be terminated effective on the date of the notice of recall. However, an Employee who declines recall into a position outside the line of progression from which the Employee was laid off shall retain the right to recall as defined in the Article.

5.22 Subcontracting

The Company agrees that it will not contract any work which is ordinarily and customarily done by its Employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such Employees.

5.23 Management Performing Bargaining Unit Work

The Company agrees that management will not perform work which is ordinarily and customarily done by its Employees except in emergencies, when Employees are not available to perform such work, or for purposes of training.

5.24 Training

To the extent that the Company finds it practical to provide such training, taking into account operational needs, the Company will attempt to afford Equipment Operators, and Laborers an opportunity to train for promotion to a higher job classification.

**ARTICLE 6
HOURS OF WORK AND OVERTIME**

6.1 Work Week Defined

The regular work week shall consist of seven consecutive days as operational considerations require. The basic work week will normally consist of 40 hours and include 2 consecutive regular days off. The basic work day shall normally consist of 8 consecutive hours.

6.2 Schedule and Assignment Changes

Except as expressly set forth immediately below, nothing within this Agreement shall be interpreted as a guarantee of hours in a work week or work day, nor shall anything in this Agreement be interpreted so as to in any way impair the Company's right to schedule work weeks or shifts in any manner which the Company deems necessary and practical or to transfer Employees from one shift to another, from one department to another, or from one job to another.

6.3 Changes to the Work Week or Shift Assignments

A. The work week or shift assignment for any particular Employee or group of Employees within the Bargaining Unit may vary from that worked by other Employees.

B. After not less than 48 hours notice to the Union and the affected Employees, the Company may, from time to time, make such changes in the work week or shift assignments as it deems advisable.

C. If not given this notice, Employees shall be paid at time and one-half their regular base rate on the first day of the new schedule.

D. If a Relief Shift is established, Employees assigned to a Relief Shift may be rescheduled to fill a vacancy or to supplement a shift with 8 hours notice without penalty.

6.4 Overtime Rates

A. All work over 40 hours per week shall be paid at time and one-half times the hourly base rate of pay (plus, any other payments required by the Fair Labor Standards Act or state law).

B. Work on an Employee's 2nd scheduled rest day shall be paid at twice the Employee's hourly base rate.

6.5 Computation of Hours for Overtime

A. Except as expressly provided in paragraph B immediately below, only hours actually worked are to be counted in computing hours worked for overtime pay.

B. Computation of overtime shall, in addition to hours actually worked, include paid time off in lieu of work, for Vacation, Sick Time, Death in the Family, Jury Duty, Holidays (8-hours) and unpaid Union business. Computation of overtime shall exclude any time already paid at a premium (1-1/2X or 2X). If 40 hours or less are worked under this computation, all hours will be compensated at straight time rates.

6.6 Mandatory Overtime

Every Employee is required to work overtime when asked to do so by a supervisor unless he is excused from doing so by management.

6.7 Authorized Overtime

No overtime will be worked or paid for unless authorized by a supervisor or other management authority.

6.8 Notice of Overtime

While the parties recognize the nature of the business may require short notice overtime, the Company will use all reasonable efforts to give Employees at least 24 hours notice of scheduled overtime.

6.9 16 Hours

An Employee who works 16 or more hours within a 24 hour period will be entitled to an 8 hour rest period. If this rest period extends into the Employees' next scheduled workday, the Employee shall be paid for the hours covered by the rest period without having to work those hours. However, the Employee must work all other scheduled hours on that day to be eligible for such pay. Time in excess of 16 hours in a 24 hour period shall be paid at 2 times the Employee's base rate.

6.10 Call Backs

Employees called back without previous notice for work at any time outside of their regular work schedule shall be paid a minimum of 2 hours at the appropriate rate.

6.11 Reporting Pay

Any Employee instructed to report and reporting for work shall be guaranteed 2 hours pay at the appropriate hourly base rate.

6.12 Equalization of Overtime

A. The Company will attempt to assign overtime in a cost effective manner so that each Employee has a fair opportunity to work overtime. It is recognized that an Employee within a job classification may be skipped for an overtime assignment if he is not yet qualified to perform the assigned work or to minimize multiple overtime assignments that may result in Employee fatigue.

B. An Overtime List will be maintained by classification and updated biweekly for use when assigning overtime when Employees on the volunteer list are not available.

C. When an Employee is offered overtime hours and works these hours, management will record the hours as straight time equivalent hours.

D. Overtime opportunities for all Employees will be zeroed effective the beginning of the first pay period of the year so that, each Employee will start each year with a zero overtime balance. The order of names will be the same as the last pay period. New Employees, Employees moving to a new classification, or Employees returning from a disability in excess of 30 days will be averaged with others when the next Overtime List is updated unless the Employee returning from disability elects, upon return, to retain the overtime balance the Employee had when the disability began.

E. Overtime volunteers must sign up in advance for overtime opportunities on a list that will be regularly updated and maintained.

F. Overtime will be assigned in the following sequence:

- (1) Hold over Employees who are currently at work when it reasonably appears the overtime assignment will be two hours or less in duration.
- (2) To the volunteer(s) lowest on the list:
 - a. Split between two low volunteers scheduled to work before and after the shift when the overtime is needed, or
 - b. A volunteer on this 1st regular day off (RDO).
- (3) To the low volunteer on his 2nd RDO, *provided* he also volunteered to work his 1st RDO.
- (4) To the low volunteer resulting in a 16-hour shift, though normally no more than two 16-hour shifts may be worked during a work week.
- (5) Split between two low Employees scheduled to work before and after the shift when the overtime is needed:
 - a. Volunteer and non-volunteer, or
 - b. Two non-volunteers.
- (6) To the low non-volunteer on his 1st RDO.
- (7) To the low volunteer on his 2nd RDO, if he did not also volunteer to work his 1st RDO.
- (8) To the low non-volunteer resulting in a 16-hour shift, though normally no more than two 16 hour shifts may be worked during a work week.
- (9) To the low non-volunteer on his 2nd RDO.

G. The exclusive remedy for any misassignment under these provisions shall be the assignment of future overtime in a manner to correct the inequity. The Company will award the "skipped" Employee the next opportunity for overtime.

6.13 Funeral Time Off

An Employee shall, on reasonable notice, be granted up to 3 days paid time off for the death of the Employee's parents (including step and in-laws), children (including step-and grand), siblings (including step and in-laws), spouse, and grandparents.

6.14 Jury Duty

An Employee shall, on reasonable notice, be paid at his hourly rate those hours compelled to perform jury service.

6.15 Shift Differential

A. Employees regularly assigned to shift work will receive a shift differential of \$1.60 (2006), \$1.65 (2007), \$1.70 (2009) for each hour worked on a regular scheduled afternoon shift (defined as starting after 12:00 pm) or night shift (defined as starting before 6:00 am).

B. Employees will not receive shift differential for more than 8 hours for any shift.

6.16 Travel Compensation

When the Company requires an Employee to travel to a location other than his established work base the Employee will be reimbursed for mileage, if not provided a company vehicle, tolls and other incidental travel expenses and travel time as required by law. A daily travel allowance calculated from the Employee's established work base will be provided as follows:

- (1) 25 to 50 miles — \$20 (2006), \$25 (2008)
- (2) 51+ miles — \$40 (2006), \$50 (2008)

If required to be away from home overnight, the Company shall provide necessary lodging and meals, and shall furnish the Employee round-trip transportation (or costs) plus travel time as required by law. On reasonable notice, the Company shall advance the Employee money for such expenses.

6.17 Partial Sick Pay

Employees who are unable to complete their regularly scheduled workday due to illness will receive sick pay for those missed work hours.

**ARTICLE 7
NO STRIKE/NO LOCK-OUT**

7.1 No Strike/No Lock-Out

A. The Company agrees that it will not lockout Employees during the term of this Agreement. Layoffs due to lack of work, changes in operations, the closing of the plant or any part thereof, the curtailment of any operation or similar actions for business reasons shall not be construed as lockouts.

B. Similarly, the Union and the Employees will not cause, permit, authorize, sponsor, aid, condone, allow, encourage, participate or engage in any strike, boycott, unfair labor practice strike, sympathy strike, demonstration, walk out, refusal to perform assigned work or duties, slow down, sick out, picketing, patrolling,

publication, hand billing; or in any other intentional efforts to interfere with, the work, operations, or business of the Company. Employees will not honor picket lines, boycotts or other activities by other organizations or individuals, when the honoring of such picket line or activity would in any way interfere with the work, operations, or business of the Company.

7.2 Discipline

Any Employee who engages in any activity prohibited by this Article, shall be subject to discipline up to and including discharge. The disciplinary penalty under this paragraph will not be reviewable under the grievance procedure except on the question whether such activity occurred.

ARTICLE 8 REST PERIODS AND MEAL BREAKS

8.1 Rest Periods and Meal Breaks

Employees will receive a scheduled rest and meal period which may change from time to time at the Company's discretion pursuant to operating considerations. Employees whose work requires them to be on duty 8 hours consecutively shall eat at their work locations.

8.2 Meal Allowance

A. Employees will be paid a meal allowance when required to work more than 2 hours before or after the end of a shift.

B. Unless given advance notice, Employees will be offered a meal or paid a meal allowance when required to work more than four hours after a shift, in which case the Employee will not also be entitled to a meal allowance under Paragraph A.

C. Meal allowances shall be \$9.00 (2006), \$10.00 (2007), \$11.00 (2008), \$12.00 (2009).

D. Meals provided may be pre-packaged if a restaurant meal is not readily available.

ARTICLE 9 HOLIDAYS

9.1 Pay

Employees shall be granted holiday pay based on scheduled hours not to exceed 8 per holiday at the Employee's hourly base rate.

9.2 Rotating Shifts

Employees on schedules with rotating days off will observe holidays on the day the holiday actually falls.

9.3 Holiday on Scheduled Day Off

If a holiday falls on a scheduled rest day and the Employee does not work, the Employee shall receive holiday pay.

9.4 Holidays Observed

Holiday pay is limited to the following days:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Day After Thanksgiving
- (7) Christmas Eve
- (8) Christmas Day

9.5 Personal Holidays

Employees will be entitled to 4 floating holidays per year to be scheduled similar to vacations. Floating holidays will be prorated for new hires. Employees shall be entitled to use a floating holiday to observe Martin Luther King Jr. Birthday. Non-scheduled floating holidays may be taken in 1/2 day increments, if authorized by a supervisor.

9.6 Holiday Overtime

Work on holidays shall be at the rate of 2 times the Employee's hourly base rate of pay in addition to the holiday pay to which the Employee is entitled.

9.7 Mandatory Attendance

Unless excused by management, all Employees scheduled to work on a holiday must work all scheduled hours on the holiday. If non-operating Employees are required to work on a holiday, the work will be assigned by using the overtime list

ARTICLE 10 VACATIONS AND LEAVES OF ABSENCE

10.1 Vacation Accumulation

Employees will be granted vacation in accordance with the schedules set forth in the Appendix to this Agreement. Vacation days will be prorated in the first year for new hires, who will not be eligible to schedule vacation in accordance with Section 10.2.

10.2 Vacation Scheduling

A. Because of operational considerations, a limited number of Employees in each classification will be allowed off on vacation at a given time. Vacation scheduling shall be arranged by the Company after consulting with the Employee as to his preferences. The number of employees who will be permitted to take vacations simultaneously will be determined by the Company and are subject to change to meet operating conditions and work requirements.

B. Vacation selection will normally be completed in December of the preceding year and will be granted according to service and preference. Selection will be by classification using the following process:

- (1) Up to two weeks with no more than ten days selected in one-week blocks, with the week defined as Monday through Sunday.

(2) All remaining vacation days, including any days not selected in the first round of selection.

(3) All floating holidays.

Employees may elect not to select all floating holidays during the annual selection process.

C. Upon timely notification of proof of hospitalization for 48 hours or more while on a scheduled vacation, an Employee may reschedule missed vacation days later that same year, unless the hospitalization should occur in December, in which case they may be rescheduled to the following year.

D. Employees will not accrue vacation time during any leave of absence, including disability, which exceeds 45 days.

10.3 Personal Leave of Absence

A. Employees may be granted, at the Company's sole discretion, an unpaid leave of absence for personal reasons. No personal leave shall be granted unless the Employee makes the request in writing at least 2 weeks before the date of the beginning of the requested leave (except in situations impossible of prediction), and such request is approved in writing by the Company.

B. Employees taking personal leaves shall continue to accrue seniority. Employees who accept other employment while on a personal leave or who fail to return at the end of such leave will be deemed to have resigned and their employment shall be deemed to have terminated on the date active employment ceased.

10.4 Unpaid Leaves of Absence for Full Time Union Business Representatives

A. The Union may appoint no more than 3 Employees to full time positions to represent Company Employees and each shall be granted an unpaid leave of absence and continue to accrue seniority for the term of his absence. Upon termination of such position, the Employee shall be reinstated to his former job, including all seniority rights, provided that his qualifications are at least equal to those previously required.

B. Such Employee while on leave of absence from duty:

(1) may continue to participate in the Company's medical, dental, vision, hearing and life insurance plans, as long as the Employee's contributions are paid;

(2) shall continue to participate in the Retirement Plan in accordance with the Plan's provisions; and

(3) may contribute to the Stock Savings Plus (401k) Plan in accordance with the Plan's provisions, other than loans.

C. The Union agrees that to the extent it is required to execute documents as a participating employer under any of the Company's benefit plans in order for those plans to remain qualified under and compliant with governing law, it will execute said documents promptly upon Company request. In the event the Union fails to timely execute such documents, the Employees covered by this Section 10.4 will immediately cease to participate in the Company's benefit plans.

10.5 Medical Leave for an Employee or Family Member

Medical leave required for an Employee or for the care of a family member shall be governed by the Federal Family and Medical Leave Act. Administration of such leave in any manner consistent with that Act shall be irrefutably deemed to conform with this Agreement.

10.6 Military Leaves

An Employee required to take a military leave to perform training or active military duty shall upon return have the period of absence added to their service and seniority.

ARTICLE 11 ADJUSTMENT OF GRIEVANCES

11.1 Grievance Defined

Should any dispute or difference arise between the Union or any Employee or Employees covered by this Agreement, and the Company with respect to the interpretation, application or alleged violation of this Agreement the dispute or difference shall be settled through the grievance procedure, provided that no grievance will be considered which is more than 3 weeks old. A dispute as to whether a particular disagreement is a proper subject for the grievance procedure shall itself be treated as a grievance.

11.2 Extension of Time Limits

The time limits set forth in the Grievance and Arbitration Articles of this Agreement may be extended only by mutual consent. Any failure by the moving Party to comply with the time limits will serve to declare the grievance as settled in favor of the other Party and no further action can be taken. Failure of the responding Party to reply shall entitle the grieving Party to advance, in a timely fashion, to the next step in the procedure.

11.3 Procedure

Grievances shall be handled as follows:

Step 1: The dispute or difference shall be presented and first discussed by the Employee concerned and the immediate supervisor and/or Department head. The Employee shall be accompanied by a Steward if the Employee so requests.

Step 2: If the dispute or difference is not satisfactorily settled within 14 days of the Step 1 meeting, it shall be reduced to writing and presented by the Union to the Station Director. The parties shall meet and discuss the grievance within 21 days of the receipt of the written grievance. The Company will be represented by the Station Director and Human Resources Representative and the Union will be represented by a Union Business Representative and Chief Steward. The Company will give its answer in writing within 14 days after the Step 2 discussion.

Step 3: If the dispute or difference is not satisfactorily settled at Step 2, it may be appealed to the Company's Vice President of Human Resources within 14 days after receipt of the Step 2 answer. The parties shall meet and discuss the grievance within 21 days of receipt of the appeal. The Company will be represented by two Senior Company officials and the Union will be represented by two Senior Union officials. The Company will give its answer in writing within 14 days after the Step 3 discussion.

11.4 Union Authority

At any step in this procedure, the authorized officials of the Union shall have the final authority with respect to any aggrieved Employee to decline to process the grievance further, if in the sole judgment of such officials, the grievance lacks merit, lacks jurisdiction under the terms of this Agreement, or had been adjusted or justified under the terms of this Agreement, or had been adjusted or justified under the terms of this Agreement to the satisfaction of the Union.

11.5 Grievance by Contractual Party

If the grievance originates with the Union and not with a particular employee or Employees, the Union shall file a written grievance with the Company's designated representative (Station Director, unless otherwise agreed). The grievance will then be heard at the Step Two meeting within 21 days of submission.

ARTICLE 12 ARBITRATION

12.1 Arbitration

A. If the dispute or difference is not satisfactorily settled in Step 3, it must be referred, in writing, to Arbitration within 30 days of the date of Step 3 answer. If this is not done, the grievances shall be considered finally settled on the basis of the Company's Step 3 answer, and the Arbitrator shall have no authority to consider the grievance. The following Panel of Impartial Arbitrators will conduct the arbitration hearings:

Steven Briggs
Steven Bierig
Martin Malin
Ed Benn
Peter Meyers
Robert McAllister
James Martin

The Parties will use their best efforts to schedule two Panel Members each month for an arbitration hearing and to schedule a grievance for hearing with a Panel Member at least 60 days in advance of the scheduled arbitration date.

B. The Panel of Arbitrators shall remain in effect for the term of this Agreement; PROVIDED, however, that either Party shall have the right to request the removal of no more than one named Panel Member within 30 days prior to the start of each contract year. Any such request must be in writing and served upon the other party on or before December 31st.

New Panel Members shall be selected from a list provided by the Federal Mediation and Conciliation Service (FMCS) containing the names of 11 arbitrators all of whom are members of the National Academy of Arbitrators (NAA). Either Party shall have, at its sole option, the right to reject the first panel in its entirety and to request the FMCS to furnish a second panel. Only one new Panel Member shall be selected from each list provided by the FMCS. The selection process shall be repeated in the event a selected arbitrator declines an appointment of the Panel of Arbitrators.

C. Within 14 days of the receipt of the list from FMCS, the Union and Company will alternately strike 5 names from the list of arbitrators. With the remaining arbitrator on the list to be the appointed to the Panel of Arbitrators.

D. The Arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add to or to change its terms.

12.2 Costs of Procedure – Individual

The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the Party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective Parties.

12.3 Costs of Procedure – Shared

The arbitrator's fees and expenses, FMCS fees, the cost of any hearing room and of an original transcript (that shall be the official record of any hearing) shall be borne equally by the Parties.

12.4 Binding Decision

The arbitrator's award will be final and binding upon the Company, the Union, the Grievant(s) and the Employees under this Agreement.

12.5 Mitigation of Damages

The arbitrator's award shall be limited to actual lost wages or benefits. If the arbitrator shall award back wages covering the period of the Employee's separation from the payroll of the Company, the amounts so awarded shall be less any unemployment compensation received. Awards shall be limited to straight-time wages earned during the period. The award shall also be reduced for any period when the Employee would have been otherwise unavailable to work, for example, because of sickness or penal confinement. Moreover, the Employee must meet the ordinarily accepted rules governing mitigation of damages.

12.6 Damages – Time Limitations

No award shall provide relief for a period greater than seven calendar days before the date of filing the grievance in Step One of the grievance procedure.

12.7 Priority of Cases

Any employee discharge matter that has not been scheduled for arbitration hearing within 90 days from the Employee's separation of employment shall take priority over any other types of matters submitted to arbitration under this procedure. Unless otherwise agreed to by both parties, any pending discharge matter that has been processed through the

grievance procedure shall be assigned to, and heard by, the next available Panel Member on the list, according to the appointment procedure detailed in Section 12.1 (A).

ARTICLE 13 TEMPORARY WORKERS

13.1 Definition

Temporary workers are defined as workers who are informed at the time of their employment that they are being employed on a temporary basis for a set period not to exceed 5 continuous months and which will not result in the loss of regular employment for regular Employees.

13.2 Terms of Employment

Temporary workers will not be eligible to earn vacation or floating holidays and shall only be entitled to those health, welfare, and pension benefits as required by law.

13.3 Union Status

The requirements of Sections 2.5 (Dues Check Off) and 2.6 (Union Security Clause) shall apply to temporary workers. Articles 11 (Adjustment of Grievances) and 12 (Arbitration) shall not apply to the discipline, termination or lay off of temporary workers.

ARTICLE 14 PROBATIONARY EMPLOYEES

14.1 Probationary Period

New Employees shall be probationary for the first 6 months of their employment. During this probationary period, such Employees may be discharged by the Company, with or without cause, for any reason whatsoever. Such terminations shall not be subject to arbitration under this Agreement.

ARTICLE 15 WAGES AND PAYMENT

15.1 Exhibit A

Exhibit A is a schedule showing and explaining job classifications, lines of progression and wages payable to Employees during the term of the Agreement. It is agreed Exhibit A and its contents are a part of this Agreement.

15.2 Wage Increases

Effective on the first full pay period following the ratification of this Agreement, wages shall be increased by 3.0%. Additional wage increases will be implemented the beginning of the first pay period as follows:

2007	3.0%
2008	3.0%
2009	3.0%

15.3 Welding Premium

Employees in the Mechanic job classification who obtain and hold a welding certification with no restrictions will have \$.50 per hour added to their base wage rate and \$1,500 bonus, as long as they have kept their welding certification for the entire year. Employees in the Laborer job classification who obtain and hold a welding certification with no restrictions and are upgradeable to Mechanic, shall be given a \$500 bonus, as long as they have kept their welding certification for the entire year. The Company will determine the number of Employees who may be so certified on the basis of seniority and service.

15.4 Direct Deposit

Employees are encouraged to have paychecks delivered by direct deposit to a financial institution chosen by the Employee and approved by the Company. Checks and check statements will be mailed to the Employee's address of record.

15.5 Incentive Plan

The Company, at its sole discretion, may, implement an incentive plan for Employees. That plan, if implemented, may be discontinued and/or modified in any and every other manner the Company may from time to time unilaterally decide, without further discussion or negotiation with the Union. No part of this plan shall be subject to grievance or arbitration under this Agreement under any circumstances, except in the limited instance where an Employee contends that he was not paid in accordance with the terms of the Plan applicable to him.

ARTICLE 16 GENERAL PROVISIONS

16.1 Physical Exams

The Company may require medical examination of an Employee. In such cases, the cost of the examination will be paid by the Company.

16.2 Severability Clause

If any provision of this Agreement shall be declared invalid by law or by a tribunal of competent jurisdiction, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is declared invalid, the Parties shall meet within thirty days and attempt to negotiate a replacement provision.

16.3 Safety Rules

The Parties will cooperate with the Employees so as to insure that reasonable rules and provisions are made for the safety and health of Employees during the hours of their employment. Company changes to these rules will be discussed with the Union before being put into effect.

16.4 Safety Committee

The Parties will cooperate in the establishment of a joint safety committee. This committee will consist of an equal number of Company members selected by the Company and Union members selected by the Union who will meet at regularly scheduled intervals.

In appointing members of a committee to conduct a formal or informal investigation of an accident, the Company may include a representative, designated by the Union, as an official member of the committee.

16.5 Investigations

At the request of the Employee involved, a steward may accompany the Employee when he or she is called before a formal committee investigating an accident.

16.6 Tools and Safety Equipment

Employees will continue to be responsible for providing their own personal tools and the Company will continue to furnish specialized tools, safety devices, and other equipment as are currently being furnished. Employees who are furnished tools, safety devices, and other equipment shall be held responsible for their return in good condition, allowing for ordinary wear and tear. The Company shall provide suitable and safe space for storing personal and Company furnished tools and equipment.

**ARTICLE 17
TERM OF AGREEMENT**

17.1 Termination and Renewal

The term of the current Agreement shall be from March 6, 2006 to December 31, 2009. The Agreement shall be considered renewed from term to term of one year each at the expiration date of December 31, 2009 and each subsequent December 31st, unless a written notice of desire to amend or terminate the Agreement is given by the Union or Company at least 60 days prior to the expiration of the term of the Agreement or of any renewal period. In the event such written notice expresses a desire to amend the Agreement, such desired amendments shall be set forth in writing and accompany the notice of desire to amend. The Parties agree to commence negotiations on any proposed amendments not less than 40 days prior to the end of the current term, and further agree that if said negotiations are not completed by the expiration date of the then current term of the Agreement, then the terms of the Agreement shall automatically be extended, except that during such negotiations, subsequent to the expiration date, either party on 60 days' notice to the other, may terminate the Agreement.

**ARTICLE 18
COMPLETE AGREEMENT**

18.1 Complete Agreement

A. The parties recognize that their agreement regarding non-pension fringe benefits and the defined benefit pension plan is contained in the *Summary of Benefits Agreement* dated January 1, 2003 to June 15, 2006.

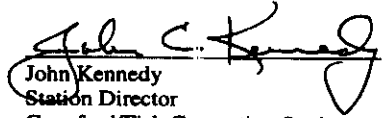
B. Except for the specific non-pension fringe benefits and defined benefit pension plan agreement explicitly referenced above, this Agreement supersedes any previous agreements between the Company, its employees and the Union. It is the intent and purpose of the parties that this Agreement between the Company and the Union supersedes and cancels all previous contracts, verbal or written, between the parties; constitutes the entire Agreement between the parties; and shall not be changed or amended during the life of the Agreement except by mutual consent in writing by both parties.

IN WITNESS WHEREOF,
the parties hereto have set their respective hands and seals.

MIDWEST GENERATION, LLC



Mark E. Mikulka
Managing Director
Human Resources



John Kennedy
Station Director
Crawford/Fisk Generating Station



Karen House
Vice President
Operations and Engineering



Roxanne Richards
Director Technical Support

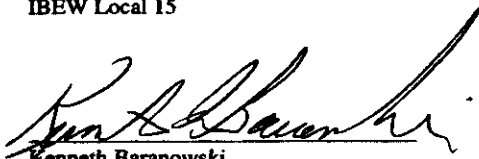


Alan Siegman
Manager Labor Relations

**LOCAL 15 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



Robert Joyce
President and Business Manager
IBEW Local 15



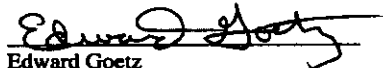
Kenneth Baranowski
Business Representative
IBEW Local 15



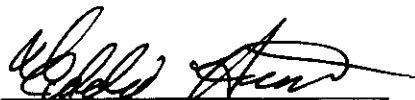
Jerry Walton
Business Representative
IBEW Local 15



Douglas Bedinger
Chief Steward, Will County Station
Equipment Operator
IBEW Local 15



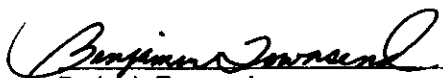
Edward Goetz
Chief Steward, Fisk Station
Laborer
IBEW Local 15



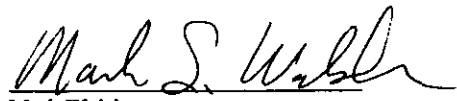
Edward Hunt
Steward, Crawford Station
Maintenance Mechanic
IBEW Local 15



John Mihelich
Chief Steward, Joliet Station
Equipment Operator
IBEW Local 15



Benjamin Townsend
Chief Steward, Waukegan Station
Equipment Operator
IBEW Local 15



Mark Walsh
Executive Board, Powerton Station
Maintenance Mechanic
IBEW Local 15

Exhibit A
Lines of Progression

1. Employees within a job classification will be given the opportunity to learn and are expected to progress and perform all of the jobs for which the classification is responsible. It is the intention of the parties to strengthen the skills, capabilities and accountability of Employees, eliminate rigid distinctions regarding what jobs may be performed within a classification, provide a more rapid progression for Employees to assume the full range of responsibilities and replace multi-job, multi-step progressions with a single job classification.

2. To progress to a higher step within a job classification that is based on qualifications, an Employee must have completed the minimum time in the step, have an overall job performance rating of satisfactory by his supervisor, successfully completed any training required for advancement and demonstrated the necessary knowledge and proficiency required for advancement.

3. If an Employee is unable to progress to the next higher step after being given a reasonable opportunity to do so (but no longer than 6 months), the Employee, if he was hired before October 22, 2001, will be demoted to a laborer or other job classification for which the Employee is qualified and his rate of pay will not be reduced ("red circled") for 18 months. Employees who are hired after October 22, 2001 and who fail to progress, will be demoted or terminated.

Schedule of Hourly Pay Rates and Progression

Laborer

<i>Progression</i>	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	16.19	16.68	17.18	17.70
12 months (12 months from entry)	17.29	17.81	18.34	18.89
12 months (24 months from entry)	18.30	18.85	19.42	20.00
12 months (36 months from entry)	19.38	19.97	20.56	21.18

Material & Supply Coordinator

<i>Progression</i>	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	19.99	20.59	21.21	21.84
6 months upon qualification (6 months from entry)	21.20	21.84	22.49	23.17
1 year (12 months from entry)	23.63	24.33	25.06	25.82
6 months upon qualification (18 months from entry)	24.84	25.58	26.35	27.14
1 year (24 months from entry)	27.26	28.08	28.92	29.79
6 months upon qualification (30 months from entry)	28.47	29.32	30.20	31.11
1 year (36 months from entry)	30.94	31.87	32.82	33.81

Clerk*Progression*

	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	19.99	20.59	21.21	21.84
6 months upon qualification (6 months from entry)	20.59	21.21	21.85	22.50
1 year (12 months from entry)	22.30	22.96	23.65	24.36
6 months upon qualification (18 months from entry)	22.90	23.59	24.30	25.03
1 year (24 months from entry)	24.59	25.33	26.09	26.87
6 months upon qualification (30 months from entry)	25.20	25.95	26.73	27.53
1 year (36 months from entry)	27.06	27.87	28.71	29.57

Coal Plant Operator, Equipment Operator, Instrument Mechanic, Maintenance Electrician, Maintenance Mechanic**Progression*

	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	20.59	21.21	21.85	22.50
6 months upon qualification (6 months from entry)	21.45	22.09	22.75	23.43
1 year (12 months from entry)	23.26	23.96	24.68	25.42
6 months upon qualification (18 months from entry)	24.11	24.84	25.58	26.35
1 year (24 months from entry)	25.93	26.71	27.51	28.33
6 months upon qualification (30 months from entry)	26.77	27.57	28.40	29.25
1 year (36 months from entry)	28.59	29.44	30.33	31.24
6 months upon qualification (42 months from entry)	29.44	30.32	31.23	32.17
1 year (48 months from entry)	31.38	32.32	33.29	34.29

* For certified welders see Section 15.3

Unit Operator*Progression*

	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	32.02	32.98	33.97	34.99
12 months (12 months from entry)	34.40	35.43	36.49	37.59

Peaker Technician*Progression*

	<i>Rate</i>			
	2006	2007	2008	2009
Entry Level	32.02	32.98	33.97	34.99
12 months (12 months from entry)	33.24	34.23	35.26	36.32

**Appendix
Vacation Accumulation**

This schedule applies to Employees hired prior to March 6, 2006

Calendar Year in Which an Employee Completes the Following Years of Service	Days of Vacation Allowed
1 to 4 inclusive _____	11
5 to 10 inclusive _____	15
11 to 14 inclusive _____	17
15 to 19 inclusive _____	20
20 _____	21
21 _____	22
22 _____	23
23 _____	24
24 _____	25
25 and over _____	30

This schedule applies to Employees hired on or after March 6, 2006

Calendar Year in Which an Employee Completes the Following Years of Service	Days of Vacation Allowed
1 to 4 inclusive _____	10*
5 _____	11
6 _____	13
7 to 11 inclusive _____	15
12 _____	16
13 _____	17
14 _____	18
15 _____	19
16 to 20 inclusive _____	20
21 _____	21
22 _____	22
23 _____	23
24 _____	24
25 _____	25
26 _____	26
27 to 29 inclusive _____	27
30 to 31 inclusive _____	28
32 and over _____	30

*Vacation will be prorated in the first year for new hires. See Article 10.1A.

Appendix
Guidelines for Implementing Reduction in Forces

1. Job classifications in which there are employees designated for reduction ("Affected Classifications") will participate in the Reduction in Forces (RIF) process.
2. Employees in an Affected Classifications declared excess ("Excess Employees") at each station will be combined on a single list by seniority among all employees in that classification.
3. Only those employees with the least seniority, on the combined seniority list, in an Affected Classification in a number equal to the total number of Excess Employees ("Least Senior Employees") are subject to being bumped.
4. Employees in Affected Classifications in the following status participate in the RIF process:
 - a) Regular/active
 - b) Disability
 - c) Workers compensation
 - d) Leaves of absence
 - e) Temporary upgrade to management
5. A Least Senior Employee appointed by the union as a Chief Steward at a station may not be bumped.
6. Excess Employees, Least Senior Employees and all Laborers will be provided forms on which they may elect, in priority order, the stations to which they are willing to bump in their classification and will have two full days in which to submit their election forms to the company. Employees in Affected Classifications and the Laborer classification not otherwise affected by the RIF may voluntarily make an irrevocable election to transfer to another station to fill a vacancy in their same job classification and rate of pay ("Transfer Volunteer"), but only to substitute for an Excess Employee or Least Senior Employee who is being bumped as more fully described in these Guidelines. After employees are provided election forms, it is the employees' responsibility to have the completed and signed forms returned to their station Administration Manager, or designee, with in prescribed time limits, or lose their right to have their bumping choices considered.
7. Using the election forms described in paragraph 6, the employee with the most seniority among the Excess Employees in a classification has first choice to fill an existing vacancy or bump one of the Least Senior Employees at any station of the selecting employee's choosing. A Least Senior Employee may only be bumped if he
 - a) actually has less seniority than the employee who is bumping; and
 - b) is not one of the employees already declared excess.

Before a Least Senior Employee is bumped from his station, the most senior Transfer Volunteer at that station will first fill an existing vacancy in that classification at the station selected by the Transfer Volunteer and Least Senior Employee.

8. This selection process will continue in seniority order among the Excess Employees until the employee cannot meet the conditions set forth in Paragraph 7.

9. A Unit Operator ("UO") who elects not to (or is unable to) exercise his bumping rights in the UO classification may choose, instead, to bump the Equipment Operator ("EO") with the least seniority at the UO's current station, if that EO is not already an Excess Employee, but only if the UO has more operator seniority than that EO, which includes the time spent as a UO, UO1, EO, Boiler, Turbine or Switchboard Operator ("Total Operator Seniority"). Any EO bumped under this process will be added to the list of Excess EOs at that station and will participate in the process set forth in Paragraphs 6 - 8.

10. At the time an Excess Employee or Least Senior Employee is making his bumping selections, the employee may, instead, elect to

- a) move directly to the process for bumping into the Laborer classification; or
- b) elect to go on lay off status.

11. Upon conclusion of the first round of bumping within Affected Classifications, only those employees who

- a) were not able to fill a vacancy, or bump an employee in accordance with Paragraphs 6 - 9 ; or
- b) elected to move directly to the Laborer bumping process; or
- c) were bumped out of their classification as a result of the bumping process may participate in the Laborer bumping process ("Laborer Participants").

12. Only those Laborers with less service, on a combined service list, in a number equal to the total number of Laborer Participants, are subject to being bumped.

13. Using the election forms described in paragraph 6, the employee with the most service among the Labor Participants has first choice to fill an existing vacancy, or bump any Laborer with less service at any station of the selecting employee's choosing. A Laborer with less service may only be bumped if he

- a) actually has less service than the employee who is bumping; and
- b) is not one of the employees already declared excess.

However, before a Laborer with less service is bumped from his station, the Transfer Volunteer with the most service at that station will first fill an existing vacancy in the Laborer classification at the station selected by the Transfer Volunteer and Laborer Participant.

14. This selection process will continue in service order until the employee cannot meet the conditions set forth in Paragraph 13.

15. At the time a Laborer Participant is making his bumping selections the employee may, instead, elect to go on layoff status.

16. An Excess Employee, Least Senior Employee, Transfer Volunteer, or Laborer Participant who elects to bump or transfer to a different job and/or station will have 45 days from the effective date of any job change or relocation ("Scat Date") Scat Date to demonstrate his qualifications to fully perform in that position in a satisfactory manner or be placed on layoff status.

17. An Excess Employee, Least Senior Employee, Transfer Volunteer, or Laborer Participant who is on extended disability under the terms of the Comprehensive Disability Plan, and is required to participate in the RIF, will go on layoff status if, at the time his election

form is reviewed, it is determined the employee will be unable to return to work at his selected job and/or location on the Scat Date and demonstrate his qualifications to fully perform that job in a satisfactory manner within 45 days.

18. All job changes, relocations and layoffs normally will take place on the first day of the workweek following completion of the final round of the bumping process, with the entire process anticipated to be completed in less than 30 days.

NOTES

NOTES