

**BEFORE THE
DELAWARE PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE
APPLICATION OF DELMARVA
POWER & LIGHT COMPANY,
EXELON CORPORATION, PEPCO
HOLDINGS, INC., PURPLE
ACQUISITION CORPORATION,
EXELON ENERGY DELIVERY
COMPANY, LLC AND NEW SPECIAL
PURPOSE ENTITY FOR APPROVALS
UNDER THE PROVISIONS OF 26 DEL.
C. §§ 215 AND 1016 (FILED JUNE 18,
2014)

PSC Docket No. 14-193

**IBEW LOCAL 614'S PETITION
FOR LEAVE TO INTERVENE**

Pursuant to 26 *Del. Admin. C.* §1001.2.9, Local Union 614 of the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW Local 614”), by and through undersigned counsel, respectfully requests the Hearing Examiner to enter an Order granting it intervenor status in the above-captioned matter. Counsel for Chesapeake Utilities have advised the undersigned that their client does not oppose the instant motion. By contrast, counsel for the Joint Applicants have indicated that “it is very likely [they] will oppose a motion to intervene by IBEW 614.” The position of the other parties to this proceeding *vis-à-vis* the instant motion is presently unknown.

As a couple of the parties may know, on Monday, July 28, 2014 the principal

officer of IBEW Local 614, Emil J. Meyer, attempted to seek timely intervention in this matter on behalf of IBEW Local 614. *See* attached Exhibit A. Based on undersigned counsel's review of the docket, it appears that Mr. Meyer never actually filed a copy of the petition in the docket but, instead, mistakenly assumed that it would be deemed filed once it was received by the Joint Applicants. Whatever the case may be, Mr. Meyer's previously served document, the substance of which is incorporated herein by reference, clearly sets forth a proper basis upon which IBEW Local 614 ought to be granted intervention in this matter. *See 26 Del. Admin. C. §1001.2.9.1.*

As for the untimeliness of this motion, no party, including the Joint Applicants, can seriously claim to have been unduly prejudiced by the fact that Mr. Meyer's previously prepared and served Petition to Intervene did not officially make it into the docket until today. *See Marvel v. Prison Indus.*, 2006 Del. Super. LEXIS 622 at *6, 2006 WL 2242750 (Del. Super. Ct. May 25, 2006). Mr. Meyer's excusable neglect, coupled with the fact that "Delaware public policy favors giving a litigant his day in court," *id.* at * 5, justifies a finding from the Hearing Examiner that IBEW Local 614 should be granted intervention in this matter "for good cause shown".

Over the years, undersigned counsel has represented a number of labor unions, including various IBEW locals, in public utility merger cases similar to this. While past performance is no indicator of future results, never once has any of undersigned counsel's union clients been denied intervention in a critically important case like this. *See, e.g., In the Matter of the Reorganization of UNS Energy Corporation*, Arizona Corporation

Commission Docket Nos. E-04230A-14-0011 & E-01933A-14-0011 (March 10, 2014) (currently representing three IBEW locals in a regulatory proceeding involving the proposed merger between Arizona's second largest regulated utility and the largest investor-owned electric and gas distribution utility in Canada); *In the Matter of the Proposed Merger of QWest Communications International Inc. and CenturyTel, Inc.*, 2011 Ariz. PUC LEXIS 79 (March 9, 2011) (represented labor union representing 2,150 Qwest employees in the State of Arizona in a regulatory proceeding involved proposed merger of two of the country's largest telecommunications companies); *In the Matter of the Joint Application of Qwest Comm. Int'l, Inc. & CenturyLink, Inc. for Approval of Indirect Transfer of Control of Qwest Corp., El Paso County Tel. Co., Qwest Communications Co. LLC, and Qwest LD Corp.*, 2010 Colo. PUC LEXIS 1147 (2010) (represented labor union representing 2,240 Qwest employees in the State of Colorado in a regulatory proceeding involved proposed merger of two of the country's largest telecommunications companies); *In the Matter of the Reorganization of UniSource Energy Corp.*, 2005 Ariz. PUC LEXIS 1 (January 4, 2005) (represented two IBEW locals in a regulatory proceeding involving the failed acquisition of a public service corporation by three private equity firms for the sum of approximately \$3 billion).

Indeed, we suggest that the Joint Applicants, or any other party who elects to oppose this Application, will be hard-pressed to articulate a sound reason why it ought to be denied by the Hearing Examiner. That is especially true given the fact this Commission was created by the Legislature to perform very important functions in the

community, namely, to regulate the great public service corporations of the state in the conduct of their business. *See Application of Diamond State Tel. Co.*, 49 Del. 203, 214, 113 A.2d 437, 443 (Del. 1955). It goes almost without saying that the contractual relationship between a public service corporation and the certified representative of hundreds of its employees falls squarely within the realm of what this Commission ought to be interested in. Indeed, the parties' one-hundred and six (106) page collective bargaining agreement ostensibly says as much in its preamble, a portion of which is attached hereto as Exhibit B.

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 into the above-captioned matter. 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 many employees who work for PECO Energy Company, no existing (or potential) party could adequately protect the interests of IBEW Local 614 or offer the perspective that IBEW Local 614 is uniquely positioned to present. IBEW Local 614 submits that its participation will lead to a more well-reasoned decision on the part of this Commission.

WHEREFORE, IBEW Local 614 respectfully requests that the Commission issue an order permitting it to intervene in this matter and according it full rights as any other party of record.

RESPECTFULLY SUBMITTED this 5th day of August, 2014.

LUBIN & ENOCH, P.C.

/s/ Nicholas J. Enoch

Nicholas J. Enoch, Esq.

Arizona State Bar No. 016473, motion for *pro hac vice* admission forthcoming

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Attorneys for Intervenor-Applicant IBEW Local 614

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of August 2014, I electronically transmitted the attached Petition to the Office of the Secretary using the DelaFile System for filing. I further certify that, on this same date, I e-mailed a copy of the same Petition to all of the recipients identified on the Service List. *See* <https://delafile.delaware.gov/CaseManagement/ExternalServiceListView.aspx?CompliantID=9e3e72e9-c7d3-47e1-8d67-aafec52904fe&Type=View&MatterNo=14-193> (last visited August 5, 2014).

/s/ Cristina Gallardo-Sanidad

F:\Law Offices\client directory\IBEW L 614\002\Pleadings\2014-8-5 (1974-002) Motion to Intervene.wpd

EXHIBIT A



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Emil Meyer, President/Business Manager, Local Union #614

P.O. Box 32 Woodlyn, PA 19094

Office (610) 876-4912 Cell (215) 873-3392 Fax (610) 876-4913

rhrestore@verizon.net

July 25, 2014

Mark Lawrence, Hearing Examiner
The Public Service Commission of Delaware
861 Silver Lake Boulevard
Cannon building, Suite 100
Dover, Delaware 19904

PETITION of IBEW LOCAL 614, AFL-CIO, for LEAVE TO INTERVENE in PSC Docket No. 14-193

IBEW Local 614, by and through its Business Manager, Emil J. Meyer, and pursuant to ORDER No. 8581 of the Delaware Public Service Commission, and Rule 2.9 of the Rules of Practice and Procedure of the Delaware Public Service Commission, hereby requests leave to intervene in PSC Docket No. 14193, and in support thereof avers the following:

1. IBEW Local 614, AFL-CIO is an unincorporated labor organization, with principal office at P.O. Box 32, 1937 McDade Boulevard, Woodlyn, Pa 19094. I am the Business Manager of said Local and my mail address is 1100 Doe Run Rd., E. Fallowfield, PA 19320, and my email address is rhrestore@verizon.net. My telephone and fax numbers are as follows: phone 215-873-3392, fax (office) 610-876-4913, (home) 610-384-1421
2. Local 614 represents approximately 1450 members working in the utility industry, most of whom are employed by PECO Energy, a subsidiary of Exelon Corp., a party to the above captioned proceedings. My membership's well being is directly related to the future plans that Exelon Corp. may have for PECO, and therefore it has an interest in any mergers or acquisitions Exelon might seek to obtain, most especially in the same geographical region of PECO Energy and those portions of its franchised service territory that currently extend into the state of Delaware.
3. Local 614's interest is in the continued working conditions, level of service to the public and economic well-being of its members, which may be adversely impacted by the approval of this merger, which may create redundancies in operations that might allow or require Exelon to downsize its complement of employees including some members of IBEW Local 614, AFL-CIO. No current party to the proceedings has an adequate interest in, or concern about, the employment of PECO workers and how such employment might be affected if this application is approved.
4. The Relief requested by the proposed intervenor, IBEW Local 614, is either inclusion in the Order of the Public Service Commission of adequate safeguards to protect the employment, and working conditions of PECO workers, and the ability to maintain current service levels in those portions of PECO Energy's franchised service territory that currently extend into the state of Delaware or dismissal of the Application in its entirety.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Emil Meyer, President/Business Manager, Local Union #614

P.O. Box 32 Woodlyn, PA 19094

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Respectfully submitted,

Emil J Meyer
President / Business Manager
Local Union # 614, IBEW

CIRTIIFICATE OF SERVICE

I, Emil J Meyer, on behalf of Proposed Intervenor IBEW Local 614, hereby certifies that I have this 28th day of July, 2014, served the following by personal delivery.

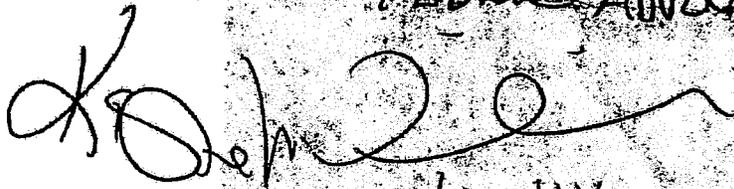
July 28, 2014

Received hand
delivered petition
re: Exelon merger
before DE Public Service
Commission
Reg Broadwater
Dunkin' Biddle

From
Emil Meyer
11:15 am

RECEIVED FROM EMIL J
MEYER PRESIDENT/
BUSINESS MGR, LU 614
IBEW, AFL-CIO PETITION TO
INTERVENE IN EXELON
MERGER ^{PSC} DOC NO. 14-93

JULY 28, 2014 11:45 AM
DIVISION OF PUBLIC ADVOCATE



7/28/14

EXHIBIT B

Collective Bargaining Agreement

Between

PECO Energy Company

And

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

April 1, 2010 to March 31, 2015



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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:

Any final determination, which affects wage rates, shall be retroactive to the date of implementation.

1.5 Successorship

Subject to the Company obtaining all necessary approvals from any governmental authority or regulatory body, in the event of a sale or transfer of all or a material portion of the assets of the Company during the term of this Agreement to another entity that intends to use the assets to perform the type of work engaged in by the Company, the Company shall require, as a condition of the transaction, such purchaser or transferee to recognize the Union as the representative of the workforce covered by this Agreement and assume the obligations under this Agreement until the expiration of its term.

**ARTICLE II
Managements Rights**

2.1 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 determine to be necessary for the orderly, efficient and profitable operation of the business and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, determine the necessity to create a vacancy, fill a vacancy, promote, transfer, layoff, recall or demote any Employee; to establish, or continue rules, policies, practices and procedures for the operation of the business, upon need from time to time, to change or abolish such rules, policies, practices or procedures; to establish quality and performance standards and to judge and enforce them; to discontinue or modify any process or operation; to the extent allowed by law, to terminate, merge, sell or lease the business or any part thereof.

2.2 Notification to Union

The Company will meet and discuss contemplated material changes in working conditions under Paragraph 2.1 with the Union before implementing such changes.