

**COVID-19 Sequester Agreement between We Energies and Local 2150, I.B.E.W.  
4-28-2020**

We Energies ("Company") and Local 2150 ("Union") have agreed to certain modifications to the current collective bargaining agreement in order to address on a temporary basis the Company's need to potentially sequester (safe harbor) employees at Company designated locations in order to ensure continued safe operation of certain critical Company assets in response to the COVID-19 pandemic. The agreement to make modifications as included in the provisions stated below is on a non-precedent setting basis with respect to any other matter and is intended solely to address the COVID-19 pandemic.

1. The Company will determine when sequestering takes place, what location(s) sequestering takes place, and the overall duration of each sequestration. Sequestration may be different from location to location.
2. The Company will notify the Union with as much notice as practical but at least 24 hours in advance of implementation. If sequestration is governmentally mandated with less than 24 hours' notice, then the Company will provide notice as soon as practical.
3. Once implemented, the Company will schedule 12 hours on and 12 hours off shifts for 24- hour coverage.
4. The Company will pay the on-duty hours at the regular rate of pay up to 40 hours in a calendar work week. All other on duty hours and all off duty hours will be paid at time and one half the regular rate of pay. The exception shall be on Sundays and Company-recognized Holidays in which case the employee(s) will be paid double time for all hours that occur under sequestration during such 24 hour period.
5. Sequestered employees perform critical functions and must always maintain strict social distancing during sequestration and utilize the proper PPE as otherwise required.
6. The Company will continue to follow the collective bargaining agreement for employees who are not sequestered at a Company location.
7. During the period of sequestration, the following terms of the Labor Agreement will not apply for applicable employees: meal money, premium rest/rest time, call to work travel pay when called-in from a non-- sequestered schedule to work a sequestered schedule, and the limitation on changes in work schedules/hours as associated with implementing the sequestration schedules.
8. Lodging will be provided, depending upon the location and duration, either on site, furnished camping trailers, or hotels. If lodging is required in the Company facility or a hotel, the employee will be provided their own private room (e.g. office, conference room, or hotel room) during the sequestering period. If a Company provided trailer is required, each employee will have their own bed (i.e. either single or dual occupancy trailers) and arrangements will be made to ensure employees have secure private occupancy for a minimum of 12 hours per day. A locked storage compartment, locker, or container will be available upon request. In all cases, employees will continue to have access to the respective Company

facility for off shift use (e.g. walking, exercise facility, break rooms, etc.) as well as access to use outside space within the location's designated perimeter.

9. The Company will allow the use of personal camping trailers by employees in lieu of Company arranged lodging provided it has determined its feasibility (e.g. the availability of adequate parking space, electric hook up, sewage disposal, etc.) at a particular sequester location. Such decision will be made by the appropriate Director after consultation with the Union.

10. Food, water, and soda shall be provided on site including catered meals, frozen meals or grocery service. Employees should notify their supervisor of special dietary needs. Employees will be allowed to bring in their own food as well.

11. Professional services and/or laundering equipment/cleaning supplies will be provided in order to launder personal clothing/bedding.

12. Personal Protective Equipment (as applicable and available) including handheld thermometers, surgical masks, hand sanitizer, and disinfectant cleaning supplies will be provided.

13. If testing for COVID 19 becomes available, employees may be required to undergo testing before beginning a sequestered schedule. The Company reserves the right to not sequester an employee following this testing or if other medical screening determines the employee to be a risk to other employees.

14. Schedules will have a 7- or 14-day rotation. Prior to entering a 14-day rotation, the Union and the Company will meet and discuss any additional considerations with respect to a 14-day rotation that may need to be addressed.

15. Where an individual cannot complete his/her entire shift rotation for any reason, the remaining sequestered period will be filled by using current overtime practices for the duration of that sequestered period, or as otherwise mutually agreed to by the Company and the Union.

16. If called to work to fill a required sequester assignment, the sequester rate will apply from time of the call.

17. When sequestering is ending, the group coming off of sequestering will receive 24 hours off duty at home. If their basic scheduled shift occurs during that 24-hour period they will receive basic scheduled hours pay and not have to return to work until their next basic scheduled shift. If the employee is required to report to work they will receive double time pay provisions.

The Company will discuss with the Union existing plans to enter into Sequestration prior to implementation. Due to the possibility of high absenteeism as the Pandemic continues, the parties agree to discuss any modifications to the sequestration schedules prior to an implementation of a change.

**Impacted Employees**

The Company prefers to utilize trained union staff. Due to illness or other items out of Company control, the Company may have to utilize a last resort of engineers, leadership or retirees until the workforce is able to return to a schedule.

**Sick, Funeral, Day Care and other time away from work**

Leadership will work with employees for family emergencies requiring a scheduling change.

On behalf of the Company:

AGREED: Brian Dobberke DATE: May 4, 2020  
Brian Dobberke, Sr Vice President  
HR and Organization Effectiveness

On behalf of the Union:

AGREED: Mike Follett DATE: 5/3/2020  
Mike Follett, Business Manager  
Local 2150 I.B.E.W.