Item Number	Valve Identification	Drawing No.	Licensee's Justification for Deferring Valve Exercising	Proposed Alternate Testing	Evaluation of Licensee's Justification
INSTRUMENT AIR SYSTEM					
CSJ-U1-IA-01 (CSJ-U2-IA-01)	Units 1 and 2: V18279 and V18283 Instrument Air Supply to Maintenance Hatch Door in Annulus Check Valves Units 1 and 2: V18290, V18291, V18294 and V18295 Instrument Air to Containment Vacuum Breakers Check Valves	8770-G-085 Sh 2A 2998-G-085 Sh 2A Instrument Air	"...se (are) simple check valves with no external means of exercising nor for determining disc position, thus the only practical way of verifying closure is by means of a backflow test. Testing of these valves by any method requires isolation of a common instrument air header to the shield building annulus so that a vent path may be created on the upstream side of the check valves to determine closure. This test removes one maintenance hatch seal and/or containment vacuum relief from service and potentially renders both trains inoperable due to the time that instrument air would be isolated from the common header and the use of the opposing train component as the requisite vent path. Although isolation of instrument air and subsequent testing of a single train should not keep at least one train from functioning, it requires that both trains of the shield building ventilation system (Technical Specification 3.6.6.1) and containment vacuum relief (Technical Specification 3.6.5) be considered out of service. This would require entry into technical specification applicability statements as non-compliance for containment vacuum relief applicable in Modes 1 through 4 (and require plant shutdown)(Unit 1). Testing of these valves requires entry into the shield building annulus for valve lineup and monitoring purposes - neutron radiation area during Modes 1 and 2. Due to ALARA considerations and the aforementioned dual train operability concerns with components credited for accident mitigation, these valves should only be tested at cold shutdown intervals. (This is consistent with the guidelines presented in NUREG-1482, Paragraph 3.1.1(1)(Unit 1)."	Per the Unit 1 and Unit 2 Valve Tables, these check valves are exercised closed during cold shutdowns. (The instrument air to containment vacuum breaker valves are tested in series per VR-12).	It is impractical to partial-stroke or full-stroke exercise these valves closed quarterly because of entry into multiple LCO. The alternative provides full-stroke exercising to the closed position during cold shutdowns in accordance with OM Part 10, ¶ 4.3.2.2(c).

Item Number	Valve Identification	Drawing No.	Licensee's Justification for Deferring Valve Exercising	Proposed Alternate Testing	Evaluation of Licensee's Justification
CSJ-U1-BF-03 (CSJ-U2-BF-03)	Unit 1: V09107, 09123, and 09139 Unit 2: V09107, V09123, and V09139 Auxiliary Feedwater Pump Discharge Check Valves	8770-G-080 Sh 4 2998-G-080 Sh 2B "Feedwater & Condensate Systems	"Full-stroke exercising of these valves would require operation of a related auxiliary feedwater pump and injection of cold water (85 deg-F) into the hot (450 deg-F) feedwater supply piping. This, in turn, would result in unacceptable thermal stress on the feedwater system piping components."	Per the Unit 1 and Unit 2 Valve Tables, these check valves are exercised open during cold shutdowns.	These check valves are located downstream of the AFW pump test recirculation lines to the Condensate Storage Tank (CST). These valves do not open during the periodic AFW pump testing. It is impractical to partial-stroke or full-stroke open these valves quarterly due to the potential for equipment damage due to thermal stresses. The alternative provides full-stroke exercising to the open position during cold shutdowns in accordance with OM Part 10, ¶ 4.3.2.2(c).
CSJ-U1-BF-04 (CSJ-U2-BF-04)	Units 1 and 2: V09119, 09135, 09151, and 09157 Auxiliary Feedwater Header and Supply Check Valves	8770-G-080 Sh 4 2998-G-080 Sh 2B Feedwater & Condensate Systems	"Full-stroke exercising of these valves would require operation of a related auxiliary feedwater pump and injection of cold water (85 deg F) into the hot (450 deg F) feedwater supply piping. This (in turn) would result in unacceptable thermal stresses on the feedwater system piping components."	Per the Unit 1 and Unit 2 Valve Tables, these valves are exercised open during cold shutdowns.	It is impractical to partial-stroke or full-stroke exercise these valves open quarterly due to the potential for equipment damage due to thermal stresses. The alternative provides full-stroke exercising to the open position during cold shutdowns in accordance with OM Part 10, ¶ 4.3.2.2(c).
CSJ-U1-BF-05	Unit 1 only: V12174 and V12176 Auxiliary Feedwater Pump Suction Check Valves	8770-G-080 Sh 4 Feedwater & Condensate Systems	"Full-stroke exercising of these valves would require operation of a related auxiliary feedwater pump and injection of cold water (85 deg F) into the hot (450 deg F) feedwater supply piping. This would result in unacceptable thermal stresses on the feedwater system piping components. These valves will be partial stroke tested during quarterly testing via the minimum flow recirculation lines."	Per the Unit 1 Valve Table, these check valves are full-stroke exercised open during cold shutdowns and partial-stroke exercised open quarterly.	It is impractical to full-stroke exercise these valves open quarterly due to the potential for equipment damage due to thermal stresses. The alternative provides partial-stroke exercising quarterly and full-stroke exercising open during cold shutdowns in accordance with OM Part 10, ¶ 4.3.2.2(b).

Recd 4/13

FROM:

ORIGINAL DUE DT: 05/04/99

TICKET NO: 019990094
DOC DT: 04/05/99
NRR RCVD DATE: 04/13/99

TO:

Sam Collins

FOR SIGNATURE OF :

** YEL **

DESC:

Transfer of Generation Assets Between the Duquesne Light Company and FirstEnergy

ROUTING:

Collins/Zimmerman
Kane
Sheron
Zwolinski
NRR Mailroom

ASSIGNED TO:

DRIP

CONTACT:

Matthews

SPECIAL INSTRUCTIONS OR REMARKS:

ACTION

DUE TO NRR DIRECTOR'S OFFICE

BY 4/30/99

Extension to 5/4/99 per TJ & Cindi

LOCAL 270

UTILITY WORKERS UNION OF AMERICA

AFFILIATED WITH THE AFL-CIO

LIGHT—HEAT POWER—WATER

4205 CHESTER AVENUE CLEVELAND, OHIO 44103-3615

TELEPHONE: (216) 881-0004

FAX: (216) 881-1333

#4
4/7

YT - 2 more matters for response letter action

April 5, 1999

Sam —
Brian —
Bill —
John Z —

Mr. Samuel J. Collins, Director
Office of Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, D.C. 20555-0001

Certified Mail Z 196 285 293

Dear Mr. Collins:

The intent of this letter is to keep you informed of the continued events concerning the transfer of generation assets between the Duquesne Light Company and FirstEnergy.

In the filing with the Securities and Exchange Commission, on October 14, 1999, we understand that in regard to labor, the parties will co-operate to resolve labor related matters including, with respect to Union contracts, workforce levels, severance and employee benefits, in a matter that treats employees fairly and equitably apportions any related costs between the parties.

This has not been done. As indicated by FirstEnergy's press release, they are moving forward with the transfer of assets. (Attachment #1)

There has been no negotiated settlement between FirstEnergy and Local 270 pertaining to the generation asset swap. We are continuing our attempt to resolve this issue as indicated by our latest letter to FirstEnergy dated March 31, 1999. (Attachment #2)

We have filed suit in Federal Court in an attempt to resolve this issue. We are awaiting a ruling on the summary judgement motion. (Attachment #3)

The National Labor Relations Board has issued a complaint against FirstEnergy pertaining to their conduct and alleged unlawful acts. (Attachment #4)

Mr. Samuel J. Collins April 5, 1999

Surely these issues will have an affect on the Company's ability to render adequate, safe and reliable electric service necessary to accomplish the objectives of their rate plans.

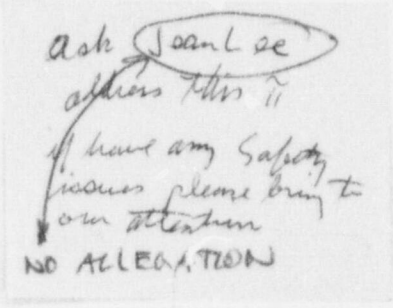
We hope that you will consider these issues before granting regulatory approval.

Sincerely,

David T. Kotecki
President/Local 270
U.W.U.A.

DTK/asq opeiu 1794

Enclosure



ATTACHMENT 1

FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308
www.firstenergycorp.com

For Release: March 26, 1999

News Media Contact:
Ralph J. DiNicola
330-384-5939

FIRSTENERGY COMPLETES ASSET TRANSFER AGREEMENTS WITH DUQUESNE LIGHT

FirstEnergy Corp. reported today that it has completed its previously announced agreements to exchange certain generating assets with Duquesne Light Company. Upon receipt of regulatory approvals, Duquesne Light will transfer 1,436 megawatts (MW) it owns at eight generating units to FirstEnergy in exchange for 1,328 MW at three power plants owned by FirstEnergy's electric utility operating companies.

Under the agreements, FirstEnergy's utility companies will acquire Duquesne Light's 187 MW of the 600-MW Unit 7 at the W. H. Sammis Plant in Stratton, Ohio; 186 MW of the 597-MW Unit 5 of the Eastlake Plant in Eastlake, Ohio; 401 MW of the 2,360 MW at Units 1, 2 & 3 of the Bruce Mansfield Plant in Shippingport, Pennsylvania; 498 MW of the 1,630 MW at Units 1 & 2 of the Beaver Valley Power Station in Shippingport, Pennsylvania; and 164 MW of the 1,194 MW at the Perry Nuclear Power Plant in Perry, Ohio.

In exchange, FirstEnergy will transfer ownership of three of its electric utility operating companies' coal-fired plants to Duquesne Light. They are the 739-MW Avon Lake Plant in Avon Lake, Ohio; the 338-MW New Castle Plant in New Castle, Pennsylvania; and the 251-MW Niles Plant in Niles, Ohio.

The Avon Lake, New Castle and Niles plants will be included in Duquesne Light's planned auction of its generating assets. The auction is expected to begin within the next month. FirstEnergy will operate the plants until the assets are transferred to the new owner. The transfer could take place later this year.

(more)

Regulatory reviews of the agreement, including those by the Nuclear Regulatory Commission and the Pennsylvania Public Utility Commission, should be complete by the end of the year.

FirstEnergy, headquartered in Akron, Ohio, is a diversified energy services company with more than $18 billion in assets and nearly $6 billion in annual revenues. Its electric utility operating companies – Ohio Edison and its Pennsylvania Power subsidiary, The Illuminating Company and Toledo Edison – comprise the nation's 12th largest electric system, serving 2.2 million customers within 13,200 square miles of northern and central Ohio and western Pennsylvania.

(032699)

ATTACHMENT 2

LOCAL 270

UTILITY WORKERS UNION OF AMERICA

AFFILIATED WITH THE AFL-CIO

LIGHT—HEAT. POWER—WATER

4205 CHESTER AVENUE CLEVELAND, OHIO 44103-3615

TELEPHONE: (216) 881-0004

FAX: (216) 881-1333

March 31, 1999

Mr. H. Douglas Jahn, Manager
Industrial Relations Department
FirstEnergy
76 South Main Street
Akron, Ohio 44308

Certified Mail Z 196 285 290

Dear Mr. Jahn:

In a Company press release dated March 26, 1999 (copy enclosed) you have indicted that FirstEnergy has executed a definitive agreement pertaining to the sale of the Avon Lake Plant. We are requesting a copy of this agreement.

As indicated in our letter to the Company dated October 20, 1998, we demand to bargain over all transfer of assets.

Please provide the above information within (15) days from the date of this letter.

Sincerely,

David T. Kotecki
President/Local 270
U.W.U.A.

DTK/asq opeiu 1794

cc: H. Peter Burg
Willard Holland

Enclosure

ATTACHMENT 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UTILITY WORKERS UNION OF AMERICA LOCAL 270, Plaintiff, v. THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, et al., Defendants.	Case No. 1:98CV2041 Judge Ann Aldrich ORDER

On December 16, 1998, a hearing was held on Local 270's motion for a temporary restraining order to restrain defendants CEI and First Energy from transferring their control and/or interests in two generating plants until the defendants have agreed to arbitrate in accordance with the plaintiff's position in this case. (Doc. 23).

This Court must consider four factors in determining whether to issue a temporary restraining order under Federal Rule of Civil Procedure 65(b): (1) whether the movant has established a substantial likelihood or probability of success on the merits; (2) whether there is a threat of irreparable harm to the movant if the order is not granted; (3) whether issuance of the order would cause substantial harm to third parties; and (4) whether the public interest would be served by granting injunctive relief. See, e.g., Mason County Medical Assoc. v. Knebel, 563 F.2d 258, 261 (6th Cir. 1977). In addition, in the context of federal labor law, a movant must show that injunctive relief appropriately falls within the narrow exception to the anti-injunction policy of the Norris-

LaGuardia Act recognized in Boys Markets, Inc. v. Retail Clerks Union, 398 U.S. 235 (1970), and its progeny. See also 29 U.S.C. § 104 (courts generally do not have jurisdiction to issue injunctions under Norris-LaGuardia Act). This exception has been extended "to embrace employer behavior which has the effect of evading a duty to arbitrate or which would otherwise undermine the integrity of the arbitration process." Aluminum Workers Int'l Union v. Consolidated Aluminum Corp., 696 F.2d 437, 441 (6th Cir. 1982). A movant in this context may show "likelihood of success on the merits" by proving that "the position he will espouse in arbitration is sufficiently sound to prevent the arbitration from being a futile endeavor." Id. at 442, n.2 (quotation and citations omitted).

Upon consideration of the pleadings, affidavits, and matters discussed at the hearing, this Court finds that Local 270 has not satisfied the requirements for injunctive relief. First, it is far from clear that the union will suffer irreparable harm as a result of the transfer and reconfiguration of the defendants' assets. Where the defendants will remain solvent and able to reinstate affected employees or pay backpay in the event of an arbitration award against them, any potential "loss of employment, even if occasioned by employer action which is subject to arbitration, is not irreparable harm." Id. at 443. Second, the defendants have provided ample evidence that enjoining the transfer of the two plants would not be in the public interest; these transfers arise in the context of lengthy regulatory and business decisionmaking processes that affect thousands of employees, nearly $1 billion in assets, and numerous regulatory agencies. Third, and for similar reasons, injunctive relief could cause substantial harm to third-party dealmakers and employees. See, e.g., United Food and Commercial Workers Union, Local No. 626 v. Kroger Co., 778 F.2d 1171, 1176 (6th Cir. 1985), cert. denied, 479 U.S. 815 (1986) (risk of substantial economic harm unless union posts very large bond weighs against issuance of preliminary injunction).

Finally, in this case, a determination of whether the union will espouse a sound and viable position in arbitration -- and whether the parties are contractually bound to arbitrate the underlying grievance -- would force this Court to rule on the merits of this case under the guise of a separate and distinct motion for a temporary restraining order. See Aluminum Workers, 696 F.2d at 442 (Boys Markets exception applies when underlying grievance is one which parties are bound to arbitrate). Although this Court rests its denial of the plaintiff's motion on the absence of

traditional bases for equitable relief; this Court does not find that the transfer of the two plants would itself be the kind of "behavior which has the effect of evading a duty to arbitrate or which would otherwise undermine the integrity of the arbitration process." Aluminum Workers, 696 F.2d at 441. The transfer of those interests is not at issue in this litigation, and this Court is reluctant to expand the exception to the anti-injunction policy of the Norris-LaGuardia Act.

For the foregoing reasons, this Court denies the plaintiff's motion for a temporary restraining order. This denial is, however, without prejudice to re-filing another such motion if, after this Court rules on the pending summary judgment motion, circumstances so warrant.

IT IS SO ORDERED.

A. Aldrich

ANN ALDRICH
UNITED STATES DISTRICT JUDGE

ATTACHMENT #4 (?)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

CLEVELAND ELECTRIC ILLUMINATING COMPANY, A SUBSIDIARY OF CENTERIOR ENERGY CORPORATION and UTILITY WORKERS OF AMERICA, LOCAL 270, AFL-CIO	CASES NOS. 8-CA-28441 8-CA-28878 8-CA-29051 8-CA-29128 8-CA-29221 8-CA-29346 8-CA-29415
FIRSTENERGY CORP. and UTILITY WORKERS OF AMERICA, LOCAL 270, AFL-CIO	CASES NOS. 8-CA-29873 8-CA-29943 8-CA-29956 8-CA-30028 8-CA-30067
CLEVELAND ELECTRIC ILLUMINATING COMPANY, AN OPERATING COMPANY OF FIRSTENERGY CORP. and UTILITY WORKERS OF AMERICA, LOCAL 270, AFL-CIO	CASE NO. 8-CA-30210

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Utility Workers of America, Local 270, AFL-CIO, herein called the Union, in Cases Nos. 8-CA-28441, 8-CA-28878, 8-CA-29051, 8-CA-29128, 8-CA-29221, 8-CA-29346, and 8-CA-29415 has charged that Cleveland Electric Illuminating Company, a subsidiary of Centerior Energy Corporation, herein called Respondent CEI, and the Union, in Cases Nos. 8-CA-29873, 8-CA-29943, 8-CA-29956, 8-CA-30028, and 8-CA-30067 has charged that FirstEnergy Corp., herein called Respondent FirstEnergy, and the Union, in Case No. 8-CA-30210, has charged Respondent CEI, as an operating company of Respondent FirstEnergy, have been engaging in

unfair labor practices as set forth and defined in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (A) The charge in Case No 8-CA-28441 was filed by the Union on August 9, 1996, and a copy was served by mail on Respondent CEI on August 12, 1996.

(B) The charge in Case No. 8-CA-28878 was filed by the Union on March 13, 1997, and a copy was served by mail on Respondent CEI on March 13, 1997.

(C) The charge in Case No. 8-CA-29051 was file by the Union on May 21, 1997, and a copy was served by mail on Respondent CEI on May 21, 1997.

(D) The charge in Case No. 8-CA-29128 was filed by the Union on June 24, 1997, and a copy was served by mail on Respondent CEI on June 24, 1997.

(E) The charge in Case No. 8-CA-29221 was filed by the Union on July 30, 1997. and a copy was served by mail on Respondent CEI on July 31, 1997.

(F) The charge in Case No. 8-CA-29346 was filed by the Union on September 24, 1997, and a copy was served by mail on Respondent CEI on September 25, 1997.

(G) The charge in Case No. 8-CA-29415 was filed by the Union on October 20, 1997, and a copy was served by mail on Respondent CEI on October 20, 1997.

(H) The charge in Case No. 8-CA-29873 was filed by the Union on May 4, 1998, and a copy was served by mail on Respondent FirstEnergy on May 4, 1998.

(I) The charge in Case No. 8-CA-29943 was filed by the Union on May 27, 1998, and a copy was served by mail on Respondent FirstEnergy on May 27, 1998.

(J) The charge in Case No. 8-CA-29956 was filed by the Union on June 3, 1998, and a copy was served by mail on Respondent FirstEnergy on June 3, 1998.

(K) The charge in Case No. 8-CA-30028 was filed by the Union on July 7, 1998, and a copy was s[illegible]d by mail on Respondent FirstEnergy on July 8, 1998.

(L) [illegible]harge in Case No. 8-CA-30067 was filed by the Union on July 29, 1998, and a copy was served by mail on Respondent FirstEnergy on July 29, 1998.

(M) The charge in Case No. 8-CA-30210 was filed by the Union on September 15, 1998, and a copy was served by mail on Respondent CEI on September 21, 1998.

2. (A) At all times material herein, prior to November 7, 1997, Cleveland Electric Illuminating Company (Respondent CEI) was a subsidiary of Centerior Energy Corporation, an Ohio corporation headquartered in Cleveland, Ohio where it operated and continues to operate a public utility engaged in the generation and distribution of electricity in Northeast Ohio. Annually, Respondent CEI, in conducting its business operations described above and in paragraphs 2(C), 2(D), 2(E), and 2(F), derives gross revenues in excess of $250,000 and annually purchases and receives goods valued in excess of $50,000 from points located outside the State of Ohio.

(B) At all times material herein, prior to November 7, 1997, Ohio Edison Company, an Ohio corporation, was headquartered in Akron, Ohio, where it operated a public utility engaged in the generation and distribution of electricity in Ohio and Pennsylvania.

(C) On or about September 13, 1996 Ohio Edison Company, hereafter called Ohio Edison, and Centerior Energy Corporation, hereafter called Centerior, entered into an agreement and Plan of Merger. Pursuant to the Merger Agreement, Ohio Edison and Centerior formed FirstEnergy Corp., an Ohio corporation, which, in turn, formed two wholly owned subsidiaries.

One Subsidiary then merged with Ohio Edison, with Ohio Edison continuing as the surviving corporation and the other merged with Centerior, with Centerior continuing as the surviving corporation. After the Centerior merger, Centerior then merged with and into FirstEnergy, with FirstEnergy continuing as the surviving corporation. The merger was consummated on November 7, 1997.

(D) Following the merger, FirstEnergy became a holding company which directly held all the issued and outstanding common stock of Ohio Edison and all the issued and outstanding common stock of Centerior's direct subsidiaries, which included Respondent CEI. Since the merger on November 7, 1997, Respondent CEI became an operating company of Respondent FirstEnergy.

(E) At all material times since November 7, 1997, Respondent FirstEnergy and Respondent CEI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision, have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for each other; have interchanged personnel with each other; and have held themselves out to the public as single integrated business enterprises.

(F) Based on its operations described above in paragraph 2(A), (C), (D), and (E), Respondent FirstEnergy and Respondent CEI, herein also known collectively as Respondents, constitute a single integrated business enterprise and a single employer within the meaning of the Act.

3. (A) At all material times, Respondent CEI has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

(B) At all material times, Respondent FirstEnergy has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. (A) At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent CEI within the meaning of Section 2(11) of the Act and agents of Respondent CEI within the meaning of Section 2(13) of the Act:

Charles Jones	-	Vice President
Lew Meyers	-	Vice President
James Bena	-	Plant Manager
Kevin P. Murphy	-	Manager Labor Relations
Brian Sexten	-	Manager
Matt Slagle	-	Manager
William Bene	-	Supervisor, Electrical Construction
Laura Dielman	-	Coordinator of Human Resources
Donald Casper	-	Acting Supervisor, Brooklyn Service Center
James H. Wilcox	-	Manager, Generation Services

(B) At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondents within the meaning of Section 2(11) of the Act, and agents of Respondents within the meaning of Section 2(13) of the Act:

William R. Holland	-	Chairman of Board, Chief Executive Officer of FirstEnergy
Peter Burg	-	President and Chief Financial Officer, FirstEnergy
Guy Pipitone	-	Vice President, Fossil Generation, FirstEnergy
Charles Jones	-	Regional President, Northern
Lew Meyers	-	Vice President, Nuclear, Perry
Gary Benz	-	Senior Attorney
Tom Kayuha	-	Manager, Labor Relations
Brian Sexten	-	Manager
Matt Slagle	-	Manager
William Bene	-	Supervisor, Electrical Construction
Laura Dielman	-	Coordinator of Human Resources
Donald Casper	-	Acting Supervisor, Brooklyn Service Center

6. (A) The following employees of Respondent CEI, at its northeast Ohio facilities, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> *All operating maintenance and construction employees, but excluding office clerical, sales and technical employees, employees in the Civil and Mechanical Engineering, Electric Engineering, Wire Relations, Survey and Records elements, production and test engineers, load and trouble dispatchers, chemists and laboratory assistants, Property Protection employees, Electrical Inspectors, and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.*

(B) On October 18, 1943, in Cases Nos. R-5358 to R-5367 the Union was certified as the exclusive collective-bargaining representative of the Unit.

(C) At all times since October 18, 1943, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

(D) The Unit referred to above in paragraph 6(A) remained the same after the merger referred to in paragraphs 2(C) and 2(D).

(E) Since about October 18, 1943 and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and since then the Union has been recognized as the representative by Respondent CEI. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which became effective May 1, 1993.

(F) About February 7, 1997, the Union, by letter, pursuant to provisions in the collective bargaining agreement referred to above in paragraph 6(E), gave Respondent CEI notice of Articles in the collective bargaining agreement it wished to change.

(G) At various times from April 8, 1997 to April 27, 1998 Respondent CEI and the Union met for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment of the Unit as described in paragraph 6(A). About December 19,

1997 Respondent FirstEnergy representatives joined Respondent CEI and the Union and met for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment of the Unit as described in paragraph 6(A).

7. On May 1, 1998 Respondents, by Donald Casper, at their Brooklyn Service Center, threatened employees that he, Donald Casper, had been instructed by Charles Jones that any employee wearing a red Union armband would be noted and would be the first one terminated.

8. (A) On or about August 7, 1996, contrary to its contract referred to in paragraph 6(E), Respondent CEI attempted to circumvent its bargaining obligation by requiring employees to attend meetings to develop work units, procedure, standards and productivity measures for electrical, construction and maintenance employees.

(B) On or about May 2, 1997, contrary to its contract referred to in paragraph 6(E), Respondent CEI attempted to circumvent its bargaining obligation by requiring employees to attend meetings in May and June 1997 to draft future job titles, summaries and responsibilities for the supply chain.

(C) The subjects set forth above in paragraphs 8(A) and 8(B) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(D) Respondent CEI engaged in the conduct described above in paragraphs 8(A) and 8(B) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent CEI with respect to this conduct and the effects of this conduct.

9. (A) Since about August 30, 1996, the Union, by letter, has requested that Respondent CEI furnish the Union with the names of all Unit employees who serve on Respondent CEI committees.

(B) The information requested by the Union, as described above in paragraph 9(A), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since September 30, 1996 Respondent CEI has failed and refused to furnish the Union with the information requested by it as described above in paragraph 9(A).

10. (A) Since about March 14, 1997, and at various times thereafter, including May 14, July 29, August 18, and August 28, 1997, the Union, by letters and in negotiations, has requested that Respondent CEI furnish the Union with merger information, including the duty to consult with Ohio Edison, plans, drafts and studies relative to the proposed merger.

(B) The information requested by the Union, as described above in paragraph 10(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about May 20, 1997, Respondent CEI, by letter, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 10(A).

11. (A) Since about July 24, 1997, and at various time thereafter, including August 18, 1997, the Union, by the above letters and in negotiations, has requested that Respondent CEI furnish the Union with individual employee overtime hours by department.

(B) The information requested by the Union, as described above in paragraph 11(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about August 14, 1997, Respondent CEI, by letter and at negotiations, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 11(A).

12. (A) The collective bargaining agreement described above in paragraph 6(E) provides:

ARTICLE VI
Seniority

Section 7.

(a) During the period from May 1, 1993 through April 30, 1997, no employee in the bargaining unit who has ten or more years of continuous service and who is desirous of continuing employment with the Company will be laid off for lack of work.

(b) An employee with ten or more years of continuous service who becomes surplus, other than as a result of an employee exercising his rights under Section 5 of this Article, will receive no reduction in his hourly rate of pay. In addition, he will receive no future general increases as long as his rate remains above the maximum rate of the job classification into which he is placed. This paragraph will have no application to incapacitated employees or employees who are unable or unwilling to qualify for available work.

* * *

ARTICLE XV
Terms and Renewal

Section 4.

If notice is given in accordance with Section 2 or Section 3 of this Article and no agreement has been reached on the changes proposed by May 1, 1997, (or by May 1, 1995, in the case of changes in general hourly rates of pay, Article IX, Section 1), the parties will make every effort to reach agreement thereafter. All provisions of this Agreement will remain in full force and effect thereafter except that (i) if no agreement has been reached by (the respective applicable date set out above), the provisions of Article IV will be waived until such agreement is reached, and (ii) all provisions of this agreement will be without force or effect during any period of concerted failure to report for work, cessation of work, slowdown, strike, picketing, or lockout.

(B) On or about October 15, 1997 Respondent CEI informed the Union that all provisions of the collective bargaining agreement referred to in paragraph 6(E) with the exception of Article IV, No Strikes or Lockouts, referred to above in Article XV, and Article VI, Section 7 would remain in full force and effect if its final proposal was not accepted.

(C) On or about October 29, 1997 Respondent CEI unilaterally extended the collective bargaining agreement referred to in paragraph 6(E) as set forth in paragraph 12(B) to April 30, 1998 and unilaterally eliminated Article VI, Section 7 referred to in paragraph 12(A).

(D) On or about October 15, 1997 Respondent CEI notified the Union that if its final proposal was not accepted by October 29, 1997 it would withdraw all its proposals and, thereafter, did withdraw all its proposals after October 29, 1997.

(E) On or about November 21, 1997 Respondent FirstEnergy adopted the position taken by Respondent CEI referred to above in paragraphs 12(B), 12(C) and 12(D).

(F) The subjects set forth above in paragraphs 12(A), 12(B), 12(C), 12(D), and 12(E) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(G) Respondents engaged in the conduct above in paragraphs 12(A), 12(B), 12(C), 12(D), and 12(E), without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

13. (A) Since about October 31, 1997, and various times thereafter, including December 19, 1997, February 24, March 27, and April 28, 1998, the Union, by the above letters and in negotiations, has requested that Respondents furnish the Union with merger information, including plans, studies and transition team information relative to the merger.

(B) The information requested by the Union, as described above in paragraph 13(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about January 26, 1998, Respondents, by letter dated January 26, 1998 and verbally, have failed and refused to furnish the Union with the information requested by it as described above in paragraph 13(A).

14. (A) In or about January 1998 Respondents eliminated the surviving spouse benefit.

(B) On or about January 23, February 24 and on March 6, 1998 Respondents announced at negotiations that they would merge the 401K plan with the FirstEnergy Savings Plan and the subject was non-negotiable.

(C) On or about January 23, February 24 and on March 6, 1998 Respondents announced at negotiations that they would discontinue the stock purchase discount plan and the electrical discount plan and that the subjects were non-negotiable.

(D) On or about March 11, 1998 Respondents announced at negotiations that Respondents' Employee Assistance Programs, including long term care, travel and accident, educational assistance and financial planning were non-negotiable.

(E) In or about March 1998 Respondents implemented a new drug and alcohol policy.

(F) The subjects set forth above in paragraphs 14(A) through 14(E) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(G) Respondents engaged in the conduct described above in paragraphs 14(A) through 14(E) without affording the Union an opportunity to bargain with Respondents with respect to this conduct and effects of this conduct.

15. (A) Since about February 19, 1998, and at various times thereafter, including February 29, March 31, and April 28, 1998, the Union, by the above letters and in negotiations, has requested that Respondents furnish the Union with individual employee overtime hours by department.

(B) The information requested by the Union, as described above in paragraph 15(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about February 29, 1998, Respondents have failed and refused to furnish the Union with the information requested by it as described above in paragraph 15(A) and/or have provided inaccurate information.

16. (A) Since about February 24, 1998, and at various times thereafter, including March 30, April 9, and April 22, 1998, by letter and in negotiations, the Union requested that Respondents furnish the Union with the benefit master plans and IRS Form 5500's for the pension and health insurance plans and the life insurance plans.

(B) Since about July 6 and 8, 1998, the Union, by letter, requested Respondents to furnish the Union with the Aetna and Unum contracts, summary plan for Unum, master plan for Unum and conversion plan for Unum, Aetna and Unum being the life insurance carriers for Respondents' employees.

(C) The information requested by the Union, as described above in paragraphs 16(A) and 16(B) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(D) Since about February 24, 1998, Respondents have failed and refused to furnish the Union with the information requested by it as described above in paragraph 16(A).

(E) Since about July 6, 1998, Respondents have failed and refused to furnish the Union with the information requested by it as described above in paragraph 16(B).

17. (A) In or about the first week of March 1998, Respondents, at their Perry Nuclear Power Plant, unilaterally implemented a Pledge of Commitment form.

(B) On or about March 9, 1998 Respondents, by Lew Meyers, at their Perry Nuclear Power Plant, threatened Union representatives, who were employees, that they would be terminated if they did not cooperate regarding the Pledge of Commitment form.

(C) On or about March 11, 1998 Respondents, at their Perry Nuclear Power Plant, unilaterally implemented and required all employees, under threat of discipline, to sign the Safety Tagging Commitment.

(D) The subjects set forth above in paragraphs 17(A) through 17(C) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(E) Respondents engaged in the conduct described above in paragraphs 17(A) through 17(C), without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

18. (A) At various times from March 1997 to April 27, 1998, Respondent CEI and the Union met for the purposes of collective bargaining, including additional representatives from Respondent FirstEnergy since December 15, 1997 to April 27, 1998, with respect to wages, hours and other terms and conditions of employment of the Unit.

(B) Since about May 18, 1998 and continuing thereafter, Respondents refused to bargain collectively in good faith with the Union.

(C) About May 27, 1998 Respondents unilaterally, without reaching agreement or lawful impasse, implemented its last bargaining offer, made on May 18, 1998.

(D) Since on or about November 1997 and continuing thereafter, Respondents engaged in conduct, including, but not limited to, the allegations set forth in paragraphs 12(E), 13, 14, 15, 16(A), 17, and 18(C); insisted that the ten-year clause was no longer operative; abandoned the position and proposals taken by Respondent CEI prior to the merger, rejected the tentative agreements reached by Respondent CEI; summarily rejected the Union's bargaining proposals without discussion or consideration; entered into negotiations with a predetermined resolve that the collective bargaining agreement had to be patterned after Ohio Edison contracts; continued to propose multi-contracts and multi-units over the Union's objections; implemented

an offer which de facto preserved its position for separate units; set or imposed artificial deadlines and threats of implementation; continually changed proposals without affording the Union an opportunity to understand and evaluate them; failed to discuss or bargain over substantive issues of proposed contract which substantially changed from the prior agreement referred to in paragraph 6(E), including, but not limited to: seniority, layoff and recall, promotions, subcontracting, before declaring impasse in the negotiations; unilaterally changed benefits during bargaining; asserted that early retirement and severance were only offered if contract ratified; informed the Union and the membership that it would not consider any counterproposals and that further bargaining would be futile; and unlawfully declared impasse in the negotiations.

(E) By its overall conduct, including the conduct described above in paragraphs 12(E), 13, 14, 15, 16(A), 17, 18(B), 18(C), and 18(D), Respondents have failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit as described in paragraph 6(A).

19. (A) On or about May 7, 1998 the Union, by letter, requested Respondents to bargain about potential layoffs and the ten-year clause.

(B) Since about May 18, 1998, and continuing thereafter, Respondents, by letter, refused to bargain collectively in good faith with the Union.

(C) On or about May 20, 1998, the Union, by letter, requested Respondents to bargain about potential layoffs.

(D) The collective bargaining agreement described above in paragraph 6(E) provides:

ARTICLE VI
Seniority

Section 6.

(a) The Company will give one week's notice or one week's pay of forty (40) hours in lieu of notice to an employee being laid off. An employee intending to resign will give the Company one week's notice. The Company will notify the Union at least two weeks in advance of any proposed layoffs and afford the Union an opportunity to discuss the matter fully with the Company.

(b) If it becomes necessary to reduce the working force in any job classification, reductions shall be made in the following manner:

Starting with the job classification in which the surplus exists, the surplus employees will be determined on the basis of those having the least occupational group seniority. The surplus employee or employees in the order of their occupational group seniority will first be given the opportunity of exercising any rights they may have under Article VI, Section 4. If no such rights exist, or the employee declines to exercise such rights, then he shall be given the opportunity of displacing any employee in a job of lower classification provided he has greater occupational group seniority than the employee being displaced in the lower job classification and provided he is qualified and capable of performing the work. Employees who are displaced from their jobs by this process will be given the opportunity of displacing employees in lower job classifications in the same manner. Employees who are so transferred or demoted (but not laid off) shall retain their seniority in their former job classification and be entitled to fill any subsequent vacancies in such job classification in the inverse order of their transfer or demotion therefrom without regard to the seniority of employees of lower classification.

An employee who is unable to displace any other employee in his line of promotion and is thereby surplus in the lowest job classification in that occupational group will be given the opportunity, based on his continuous service seniority, to displace a probationary employee in a starting job for which he can qualify or the employee with the least continuous service seniority in a starting job which the surplus employee is qualified and capable of performing, before he is laid off. Regular employees who are so transferred or laid off shall retain their seniority in their former job classification for a period of two (2) years from the date of layoff and shall be entitled to fill any subsequent vacancies in such job classification in the inverse order of their layoff without regard to the seniority of employees of lower classifications, if any. On a subsequent increase of such working force within a period of two (2) years, employees will be called back to work in the inverse order of their layoff, if available, and able and qualified to return to work, before new employees are added from other departments or from outside the Company.

In order to avoid unfairness that may exist in any unusual or special case, the layoff and rehiring procedure of this section may be varied by agreement between the Union and the Company.

(E) The unilaterally implemented contract referred to in paragraph 18(C) provides:

ARTICLE IV
Seniority

Section 1.

"Seniority" as used herein is defined as the status accruing to an employee through length of service which entitles him to promotions, layoffs, recalls and choice of vacation time as hereinafter provided. "Location" as used herein is defined as either the Avon Lake Power Plant, the Ashtabula Power Plant, the Lakeshore Power Plant, the Eastlake Power Plant, the Perry Nuclear Power Plant, all areas within the Northern Region, all areas within the Eastern Region Ashtabula Service Center and Main Avenue Customer Center, Traveling Maintenance, or the Power Plant Support Center, as appropriate.

* * *

(b) "Location Seniority" is the length of service at a particular location while holding a bargaining unit position. For transition purposes, on May 1, 1998 Local Seniority shall equal Company Seniority. Thereafter, Location Seniority shall accrue in accordance with the first sentence of this subparagraph. For purposes of computing Location Seniority under Section 8, only, all areas within the Northern Region and the Eastern Region Ashtabula Service Center and Main Avenue Customer Center shall collectively be considered a "Location."

* * *

Section 8.

(a) When a decrease in the number of employees in a given job is necessary, the surplus employee or employees in that job with the least Location Seniority shall be first released from the job and offered employment in the next lower job in the same promotion line, provided that his Location Seniority is greater than that of any employees in the lower job, and this process shall be continued until the necessary number of employees have been laid off either because they are surplus, are not qualified, or have rejected the job of jobs offered. When an employee has gone down through his own line of promotion he shall be laid off, unless he has at least eighteen (18) months' Location Seniority, in which case he shall be offered employment in the lowest available job in any other line of promotion for which he has sufficient Location Seniority and qualifications, and which job is held by an employee with less Location Seniority. The displaced person shall in turn have Location Seniority rights over employees in lower jobs in the same promotion line, as above set forth.

(b) An employee with ten (10) or more years of continuous service with the Company who would be laid off by application of the preceding paragraph, shall not be laid off but shall be offered a bargaining unit job for which he is qualified. This commitment will not require the Company to create a new job. The Company will first offer such a job in the employee's Location. If no such job is available in the employee's Location, the Company will offer the employee a job in the same job classification or if no such job is available a job for which he is qualified in another Location. The Company will use its best efforts to place the employee in a Location which will not require him to move his residence. The job offered will be such that the employee's placement in that job will not displace an employee in the same Location who at the time of transfer has ten (10) or more years of continuous service with the Company and will not displace an employee in another Location with more than five (5) years of continuous service with the Company. If the employee refuses that job offered him he will be laid off and his right to be recalled will not affected by such refusal. Any employee displaced through the application of this Section 8.b shall be considered as a surplus employee in that job and the procedure set forth in Section 8.a of this Article shall then become applicable. The employee with at least ten (10) years of service who accepts a job pursuant to the terms of this Section shall not have his hourly rate of pay reduced, but shall receive no future general wage increases unless and until his rate is equal to the maximum rate for the job in which he is so placed.

This Section shall have no application to incapacitated employees or employees who are unable or unwilling to qualify for available work and does not preclude separation from the Company for reasons other than lack of work; or demotion in accordance with applicable provisions of this Agreement.

(F) On or about May 27, 1998 Respondents notified certain employees, including, but not limited to, the following named employees that they would be laid off from their respective jobs and did lay them off from their jobs commencing on or about May 27:

Denise M. Acierno	Warren V. Agee	Russell O. Aitken	Donald E. Albertone
Paul Albright	Timothy F. Alder	Rosemary Alexander	Ronald P. Alinen
Annette Anderson	Wayne L. Anderson	Tobias Armstrong	Edwin Arocho
Kenneth R. Auble, Jr.	Donald E. Ayers	Michael A. Azzarello	Robert L. Bacho
Simon M. Bajaksouzian	Michael C. Baker	Charles E. Baldwin	Vanessa D. Ball Tyus
Murphy Ball, Jr.	David W. Ballash	Lawrence K. Barrett	George R. Barsan
Gary S. Barsan	Thomas C. Basic	John G Bass, Jr.	Daniel Baston
Roy C. Bean	David J. Beeman	Rudy A. Began	Robert E. Bell, Sr.
Albert G. Bellis	Allen J. Bennett	Andrew R. Beno	Gregory D. Beursken
Rocco Bevilacqua	Richard J. Biagiola	Howard E. Billups, Jr.	William J. Billy, Jr.
Terry L. Bittinger	Roy L. Bobbitt	Gary L. Boettcher	Jerome V. Boncella
Jeff F. Bordonaro	Mark A. Bordonaro	Stephen P. Boryk	Clare L. Bottorff
Theodore Boyd	Michael A. Boyle	Antonio B. Brooks	John A. Brown

Thomas P. Brunecz
Howard F. Campbell
Michael W. Carson
Karl A. Cimorelli
Bryan A. Cole
Jerry S. Counts
Edward G. Cummins
Mark E. Decress
Alan L. Dieffenbacher
Kevin M. Dirling
Charles H. Dowdy
Roman S. Drozd
Gregory F. Dydo
Brian K. Everett
Curt A. Farrell
Brian F. Fitzgerald
Donald J. Fousek
Douglas S. Fuke
Anthony J. Gamiere
Ronald D. Garrison
James R. Glicker
Robert J. Gorentz
Dale E. Greenwell
Gregory E. Griffiths
Randall J. Harman
George J. Henry, Jr.
James M. Hinojosa
Robert A. Hooven
Margaret Houston
Joseph J. Iacano
Thomas A. Jansen
Neal Johnson
Paul E. Kastelic
Forrest K. Kennedy
Claude J. Kindle
Robert P. Kogut
Donald C. Kraus
Gregory Krejci
Mark A. Kurdas
Martin A. Langer
David Leyva
Stephen A. Lochmueller
David J. Lorince
John R. Lyons
Jerry Marinella
Mario A. Martinez
Martin Mazie
Kenneth J. McKay
Richard S. McDonald
Frank S. Mendlik
Roger W. Miller, Sr.
John H. Molnar
Randy L. Morris

Catherine A. Burda
James C. Campbell
Thomas H. Chabola
John J. Cirelly
Ford L. Cole
William A. Craig
Jerry E. Damron
Scott Del Pizzo
John F. Digiandomenico
Louis J. Dolsak
Doublas A. Drake
Roberto B. Dubreuil
Terry M. Egan
Karl F. Eykyn
Judson C. Fell
Matthew Fort, Jr.
Alfred E. Frazier
James R. Funderwhite
Douglas L. Garcia
Nicola Giancola
Joseph M. Goebl
Daniel R. Gorey, Jr.
Brian Greenwood
Ronald M. Gruening
William R. Harwood
Thomas P. Heppler
Albert P. Hoch
Kimberly S. Hope
Donald R. Hricko
Joseph P. Iglai
C.D. Janz
Wilbert Johnson
Joseph J. Kastellec
Dale J. Kestran
Daniel I. King
Gregory Koman
Robert E. Kraus
Richard J. Krstyen, Jr.
Kenneth F. Kushner
Mark R. LeCappelain
Charles J. Lillis, Jr.
John C. Lombardy
Eugene L. Lovley
Eugene E. Mackey
Harold Martin
Dale E. Masiker
Charles D. McCall
Charles P. McQueen
Gerald T. McFaul, Jr.
David F. Merkle
Bryan S. Mindek
Thomas Molnar
Eugene D. Morrison, Jr.

Edward V. Burns
Cyrus L. Carpenter
Brian N. Chabot
Larry M. Cloonan
Marc B. Comar
Paul M. Crilley
Larry M. Davis
Matthew Dezelan
Mark G. Diperna
Robert Domachowski
Christopher A. Drenski
Dennis J. Dudas
Darryl S. Elom
Steven L. Eyring
Robert R. Fenton
Steven C. Foster
Loyal A. Freeman
Scott W. Furukawa
Michael W. Garnett
Donald G. Giermann
Robert J. Golias
John M. Graham
Brian L. Griffith
Michael Guciardo
Dean A. Helkowski
G. Edward Heyworth
Vernon Hollins
Steve L. Horton
Michael J. Hrnyak
Nestor W. Jakimyszyn
Darnell Johnson
Charles M. Johnston
Ronnie D. Keene
Douglas W. Kiesel
Douglas A. Kirk
David J. Kowall
Walter F. Krauss, Jr.
Damien J. Kruzel
Darnell Land
Martin P. Lehman
Timothy A. Lillis
Richard H. Longden
Gregory Lowe
Robert C. Malinky
Mark A. Martin
Philip D. Mathieu
Thomas McCormick
Kelly K. McCloskey
Ronald L. Melaragno
John E. Miklos
Bruce B. Mitchell
William W. Monroe
Melvin M. Motley

Roy J. Bushnell
Gene W. Carpenter
Reginald Childs
Ronald L. Coates
Joseph C. Coughlin
Eric J. Cromwell
Leon Davis
John N. Dickson
James T. Dipert, Jr.
James W. Donelan
David J. Dreslinski
Richard R. Dudas
John D. Ertle
Richard C. Faecking
Jay F. Fine
Douglas W. Foulkes
David A. Fritz
Ivan Gabriel
Paul C. Garriga
Ronald J. Giermann
Hugh A. Goodale
Carl W. Gran
Carol F. Griffith
James Haase
David G. Henderson
Todd R. Hinkle
Edward J. Holstein
Joshua R. Houghtaling
Daniel A. Hughes
Robert S. Jansen, Jr.
Ivery L. Johnson, Jr.
Mark S. Johnston
Darrell W. Kelly
Rolland S. Kihn
Randall S. Kline
Paul J. Kowalsick
William H. Krava
Charles A. Kupcik
Gregory A. Landi
Steven M. Letterle
Darryl Lindemann
Thomas P. Loper
James E. Lustik
Anhony Malov
Stephen C. Martin
Carmen A. Matteo
Edward N. McDonald
David N. McDonald
Philip J. Meli
Craig C. Miller
Joseph M. Mlakar
Mario Montemarano
Gregory R. Mott

Thomas A. Moviel
Douglas A. Nenadovich
Robert L. Novak
John Obranovich
Russell A. Olson
James C. Orr, Jr.
Romeo W. Patterson, Jr.
James J. Perry
Raymond S. Peteritis
John R. Pollock
James Henry Prill
Judy A. Reed
Edward J. Revay
Elauter Rivera
Jeffrey A. Rocco
Lewis D. Ross
Joseph W. Ruffin
James P. Ryan
Julio Santiago
James Scott
George M. Seigman
Scott A. Shebestak
Robert T. Simmons
Douglas E. Smith
Donald H. Spence
Charles J. Sprosty, Jr.
Richard H. Stonitsch
Gordon A. Swan, Jr.
William F. Taft
Michael J. Terwoord
John F. Toth
Joseph M. Turner
Mark A. Vendetti
David W. Wagner
Jerry L. Walker
Gary A. Ward
Robert F. Wenning, II
Eddie S. Williams, Jr.
Max G. Wilson
Max C. Wolford
Walter O. Worley
Bret A. Zak
Ernest A. Zsebik

Gloria M. Murdock
Sallie D. Newson
Scott A. Novotny
Richard G. Olah
Jerry L. Orf
Shawn M. Osborne
Marilyn E. Payne
Kenneth L. Perry
Dale R. Pinney, Jr.
Gary L. Poole
Richard F. Radovanic
Robert J. Reed
Robert A. Rexroad
Christopher C. Roberts
Cynthia L. Rogers
Nelson D. Rowan
John F. Rumancik
Lori J. Rys
Bruce Schiffbauer
Bobbie R. Seagraves
Terrance J. Seith
Brian B. Shuss
Willie L. Simmons
Brian E. Soeder
Michael C. Spencer
Charles J. Steenstra
John C. Stinger
Harry R. Tabor, Jr.
Deborah Takah
Danny Thomas
Frederick L. Tracy
John J. Uhrain, II
Gordon A. Vojtech
John W. Waid
Michael J. Walker
John A. Ward
Kenneth L. Wessolek
Esper Wialliams
Richard W. Winiski
Steve Woods
Jeffrey S. Wozniak
Martin A. Zart

John Musacchio
Gerald F. Niznik
Warren K. Novotny
Leonard W. Olasky, Jr.
George A. Orlando, Jr.
Ronald W. Park
Ramon L. Perez
William J. Perusek
Thomas C. Pinta
Patrick C. Power
Nick A. Ranallo, Jr.
Robert C. Reiser
Mickey E. Reynolds
Walter C. Robinson
Vincent Rohm
Thomas P. Roznik
Emil J. Runt
Richard Sanchez
Gary E. Schor
Andrew G. Sebok
Kevin Sepik
Anthony N. Signorelli
David L. Simpson
Steven L. Sparks
Michael T. Spencer
David K. Stenroos
Kim M. Summerville
Jack L. Tabor
Victor A. Taketa
Dean A. Tibbs
Ernest Tufts, Jr.
Frank W. Vacha, Jr.
Lee G. Vollman
Richard M. Walcher
Noel A. Walker
Joseph G. Watson
Gary A. Westerhold
James H. Williams
Diana J. Wiser
Charles C. Woodworth
Frank W. Zabudske
Steven J. Zbin

Donald E. Nemec
Douglas Nolan
Leonard O'Dell, Jr.
James L. Oliverio
Kenny Orozco
Jason A. Parrish
Vincent Peric
Donald J. Pesta
Gary R. Plungas
Joseph A. Pridemore
Christopher J. Reardon
Raymond J. Ressler
Mitchell R. Ribis
Angelo L. Rocco
Jesus Rosalez
Robert R. Ruck
Dale M. Russo
Michael J. Sanders
Danny W. Scolaro
John L. Sedlak
Steve A. Sferra
Garry L. Simons
Robert Sintic
Robert M. Spelich
Harland L. Sprinkle
Lee A. Stewart, Jr.
Tony M. Sutyak
Matthew Tabor, Jr.
Jonathan S. Taylor
Charles R. Tilburg
Samuel S. Tumino
Gene P. Vasiloff
Gregory J. Volpe
Frank R. Waldman
Thomas V. Wallace
David E. Wells
Melvin Whitley
Wiley P. Williams
Raymond A. Wodzisz
David L. Woodworth, Jr.
James A. Zaebst
Timothy T. Zrubek

(G) On or about May 27, 1998, Respondents notified certain employees, including, but not limited to, the following named employees that they would be laid off from their respective jobs, and did lay them off from their jobs on or about May 27 through June 10, 1998,

but subsequently, prior to January 30, 1999, recalled them to positions of employment, unilaterally, without bargaining with the Union:

Jared Alvarez	Ricky C. Barnett	Jason M. Bean	Laura A. Becerra
Robert A. Bosiacki	Robyn E. Bruson	Glendon J. Burnham	Thomas R. Clingerman
Thomas P. Cook	Anthony Costanzo	Douglas E. Cunningham	Stanley F. David
David A. Doughty	Raymond Douglas	Eric L. Earskine	David W. Evans
Chuck E. Fidler	Dennis W. Flack	Kevin M. Flynt	Christopher R. Fredriks
Gregory E. Grubb	Reginald L. Hamilton	Gary P. Hasselbach	Daniel L. Henningan
Garrick A. Hietala	Thomas J. Hill	Willaim M. Holtz	Robert S. Hoose
Erik Howard	Glen A. Hulvalchick	Mark L. Inman	George F. Jackson
Mark A. Jeglie	Richard Kalivoda	Jemaine Kennedy	Kenneth P. Kosarko
David Kruzel	Terry W. Lanham	Delbert B. Laskowski	Richard S. Malnar
John C. McDermott	Joseph D. Miklavic	Robert C. Miller	Patrick A. Minor
Thomas A. Munz	George P. Nagle, Jr.	James M. Neary	Ava Newton
Timothy O'Loughlin	William H. Pascol	Bryan C. Phelps	Thomas M. Poje
James M. Rastall	James T. Rearick	Lawrence Roberts, Jr.	Donald Robinson
Elizabeth Rullen	Frank A. Ruolo, Jr.	Robert Sackett	George W. Schoepe, III
Rajko R. Senica	Greg A. Senskey	Derrick Spivey	Tom D. Stitt
Michael R. Straka	Daniel F. Straky	Daniel J. Tanno	James J. Tanno
Bruce Washington	Bruce Washington, Jr.	Aaron Williams	

(H) Respondents engaged in the conduct described above in paragraphs 19(F) and 19(G) because the named employees of Respondents joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

(I) The conduct described above in paragraphs 19(F) and 19(G) is inherently destructive to the rights guaranteed employees by Section 7 of the Act.

(J) The subjects set forth above in paragraphs 19(A), 19(C), 19(D), 19(E), 19(F) and 19(G) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(K) Respondents engaged in the conduct described above in paragraphs 19(A), 19(C), 19(D), 19(E), 19(F) and 19(G) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

20. (A) The collective bargaining agreement described above in paragraph 6(E) provides:

ARTICLE XII
Working Conditions

Section 10.

For the duration of this agreement the Company does not intend to expand its present practices with respect to the employment of outside contractors and will continue efforts to minimize the employment of outside contractors to perform work ordinarily and customarily done by its regular employees.

However, where specific jobs, ordinarily and customarily done by regular employees, are required to be done within a specified time, and the work cannot be done by the regular employees in the time required for completion, the Company will notify the Union of such outside contractor work on a timely basis, as conditions permit.

Further, the Company agrees it will not employ outside contractors when the employment of such outside contractors would result in and directly relates to the layoff, demotion or reduction of hours below the statutory straight time work week of its regular employees.

(B) The unilaterally implemented contract referred to in paragraph 18(C) provides:

Article XII
Working Conditions

Section 6.

It is the intention of the Company to staff for normal running operations and maintenance, as defined and determined from time to time by the Company in accordance with Article III and therefore the Company reserves the right to contract work related to peak periods, such as outages, overhauls or specialty work not ordinarily and customarily performed on a day-to-day basis during such periods of normal running operations and maintenance, work required to be done within a specified time when such jobs cannot be done by the regular employees because of volume of work, as well as work that is not core to normal running operations or maintenance. Some examples include, but are not limited to, tree trimming, custodial work, vehicle washing, snow removal, painting, lawn care, building maintenance, mobile equipment maintenance, plant cleaning, elevator repair, HVAC maintenance, underground trenching and duct installation, and other work of a similar nature as determined by the Company from time to time.

(C) Since on or about May 27, 1998, and continuing to date, Respondents have subcontracted the following work which is work performed by employees, including those on lay off, in the unit referred to in paragraph 6(A):

- Semi-skilled and skilled repair work on condensers, turbines, boilers, fans, air compressors, pumps, and auxiliary equipment involving welding, sheet metal work, pipe-fitting and machine shop work.

- Repair, and/or replacing, aligning, balancing of rotating equipment.

- Performing code and non-code welding, oxyacetylene burning, layout and fabrication of parts, maintenance to piping.

- Removing, and/or repairing, and/or installing boiler tubes, repairing boiler accessories, auxiliary equipment, and valves.

- Machining and making parts and assemblies.

- Performing insulation and refactory work, by installing, removing and repairing both hazardous and non-hazardous insulation.

- Setting up rigging, tackle, blocking, scaffolding, ladders, moving heavy parts, and equipment.

- Repairing, and/or replacing motors, associated equipment, and rewiring.

- Repairing of ductwork, precipitators, hangers, boiler feed pumps, feedwater heaters, and diaphragms.

- Repairing, and/or replacing, resetting, testing, switchgear, devices and relays.

- Repairing, and/or replacing coal and ash-handling equipment, nuva feeders, fluidizing systems, and railroad repairs.

- Cleaning, removing slag, flyash and debris using water, and/or vacuum equipment.

- Performing excavation, backfilling, forming of and pouring concrete, asphalt, underground tank removal, and road repairs.

- Repairing, and/or replacing, and/or installing, siding, flashing, gutters, downspouts, trench drains, glass and windows, doors, overhead doors, water lines, plumbing, sprinkler systems, handrails, fence repairs, sewers, manholes, and general construction.

- Repairing, and/or replacing, and/or installing, conduit, lighting, performing maintenance on elevators, and overhead cranes.

- Inspection and troubleshooting equipment.

- Performing sandblasting and guniting.

- Installing, and/or repairing, and/or replacing conveyor belts, sootblowers, chutes, pumps, strainers, and scales.

- Performing maintenance and repairs to locomotives, towmotors, trucks, vans, cars, and other equipment.
- Performing plant clean-up, substation clean-up, housekeeping, janitorial, landscaping, and snowremoval.
- Diagnostic testing, pole reinforcement, flagging and safetyman duties.

(D) The subjects set forth above in paragraphs 20(A), 20(B) and 20(C) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(E) Respondents engaged in the conduct described above in paragraph 20(C), without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(F) As part of the remedy for the unfair labor practices alleged above in paragraphs 20(B) and 20(C), the General Counsel seeks an Order requiring Respondents to reinstitute its illegally subcontracted work as it existed prior to May 27, 1998, consistent with the collective bargaining agreement referred to above in paragraph 6(E). The General Counsel further seeks other relief as may be appropriate to remedy the unfair labor practices alleged.

21. (A) Since about June 11, 1998, and at various times thereafter, including July 8, 1998, the Union by letter has requested Respondents to furnish it with subcontracting information regarding certain enterprises, including Valley Systems and Servall Service Company

(B) The information requested by the Union, as described above in paragraph 21(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(C) Since about July 2, 1998, Respondents, by letter, have failed and refused to furnish the Union with the information requested by it as described above in paragraph 21(A).

22. (A) In or about July 1998, Respondents unilaterally changed their leave of absence policy regarding employees holding union office, specifically President David Kotecki and Vice President Robert J. Chet, with respect to their pension and health coverages, prescription drug coverage, dental coverage and life insurance.

(B) Respondents engaged in the conduct described above in paragraph 22(A), because the above-named employees of Respondents formed, joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

(C) The subjects set forth above in paragraph 22(A) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(D) Respondents engaged in the conduct described above in paragraph 22(A), without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

23. (A) Since July 6, 1998, the Union, by letter has requested Respondents to furnish it with information regarding FirstEnergy Nuclear Operating Company (FENOC), including studies, discussions, and plans relative to FENOC's impact on the Unit.

(B) The information requested by the Union, as described above in paragraph 23(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

(C) Since about July 15, 1998, Respondents, by letters, have failed and refused to furnish the Union with the information requested by it as described above in paragraph 23(A).

24. (A) In or about mid-July 1998, Respondents, at various locations, unilaterally implemented and solicited employee location preference forms from employees in the Unit.

(B) The subject set forth above in paragraph 24(A) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(C) Respondents engaged in the conduct described above in Paragraph 24(A), without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to this conduct and the effects of this conduct.

25. (A) By the conduct described above in paragraphs 7 though 24, Respondent CEI has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

(B) By the conduct described above in paragraphs 7, 12 through 24, Respondent FirstEnergy has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

26. (A) By the conduct described above in paragraphs 19(F), 19(G), 19(H), 19(I), 22(A) and 22(B), Respondent CEI has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

(B) By the conduct described above in paragraphs 19(F), 19(G), 19(H), 19(I), 22(A) and 22(B), Respondent FirstEnergy has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

27. (A) By the conduct described above in paragraphs 8, 9, 10, 11, 12(B), 12(C), 12(D), 12(E), 12(G), 13, 14, 15, 16, 17, 18, 19(E), 19(F), 19(G), 19(K), 20(B), 20(C), 21, 22(A), 22(D), 23 and 24, Respondent CEI has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

(B) By the conduct described above in paragraphs 12(E), 12(G), 13, 14, 15, 16, 17, 18, 19(E), 19(F), 19(G), 19(K), 20(B), 20(C), 21, 22(A), 22(D), 23 and 24, Respondent FirstEnergy has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

28. (A) The unfair labor practices of Respondent CEI described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

(B) The unfair labor practices of Respondent FirstEnergy described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that commencing at a date, time and place to be designed later, a hearing will be conducted before an administrative law judge of the Board on the allegations in this complaint, at which time and place any party within the meaning of Section 102.8 of the Board's Rules and Regulations will have the right to appear and present testimony.

Respondent is further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent shall file with the undersigned an original and four (4) copies of an answer to this complaint within 14 days from service of it, and that, unless Respondent does so, all the allegations in the complaint shall be considered to be admitted to be true and shall be so found by the Board. Respondent is also notified that pursuant to the Board's Rules and Regulations, Respondent shall serve a copy of its answer on each of the other parties.

Form NLRB-4338, Notice, and Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Proceeding Pursuant to Section 10 of the National Labor Relations Act, As Amended, are attached.

Dated at Cleveland, Ohio this 1st day of April 1999.

/s/ Frederick J. Calatrello

Frederick J. Calatrello
Regional Director
National Labor Relations Board
Region 8

Attachments

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