

**GENERAL PRESIDENTS' PROJECT**

**MAINTENANCE AGREEMENT**

**FOR**

**EXELON GENERATION COMPANY LLC,**

**GENERATING FACILITIES**

Attachment A

Revision 0  
4/14/2005

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**THE GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT FOR**  
**EXELON GENERATION COMPANY, LLC, GENERATING FACILITIES**

This Agreement (sometimes referred to herein as the "Exelon Generating Amendment") is entered into by and between the Contractor signatory to a Letter of Assent ("LOA") (hereinafter "the Contractor") and those Building and Construction Trades INTERNATIONAL UNIONS listed hereinafter (herein referred to as the "Union(s)") for the purpose of powerhouse maintenance and modification work as described in Articles V and VI ("Work") at those generating facilities listed in Exhibit A, which may be amended from time to time as described herein.

The Unions are composed of the following International Unions:

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers' and Cement Mason's International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

International Brotherhood of Teamsters

## **COVENANTS**

Whereas, the Contractor is engaged in the business of powerhouse maintenance and modification work, and this Work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of Work, the Unions herein listed with the Contractor wish to enter into an agreement for their mutual benefit covering Work of this nature.

Whereas, Exelon Generation Company LLC (“Exelon Generation” or “Owner”) has contracted with the Contractor to perform maintenance modification Work at certain sites.

Whereas, the Unions have in their membership members competent and qualified to perform the work of the Contractor.

Whereas, the Contractor has employed, now employs and will employ members of the Unions and the Contractor will perform Work recognized by the Unions as being within the jurisdiction of said Unions.

Whereas, in order to insure relative equity and uniform interpretation and application, the Unions wish to establish and administer said Agreement in concert, each with the other, and all with the Contractor.

Whereas, the Contractor and the Unions desire to mutually stabilize wages, hours and working conditions.

Whereas, the Contractor and the Unions agree that, due to the particular nature of the Work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the Contractor and Unions in consideration of the mutual promises and covenants contained herein that this Agreement be made as follows  
:

### **ARTICLE I: INTENTS AND PURPOSES**

1. This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor, the Unions and the affiliates of the Unions, including but not

limited to their Local Unions, during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for work being performed hereunder.

Contractors signatory to an LOA are not required to become signatory to a local collective bargaining agreement. This Agreement may be modified by mutual consent in writing by the parties hereto.

2. Amendments to this Agreement, for a project or projects, which are required to make a contractor competitive, may be added by majority vote of the General Presidents' Committee on Contract Maintenance (sometimes referred to herein as the "General Presidents' Committee"). When approved by the General Presidents' Committee, the Amendment shall be considered a part of this Agreement for that specific project.

## **ARTICLE II: MANAGEMENT RIGHTS**

1. The Unions understand that the Contractor is responsible to perform the work required by the Owner. Therefore, the Contractor has the complete authority and right to:
  - A. Plan, direct and control the operation of all Work.
  - B. Decide the number of employees required with due consideration to the proper craft classification thereof.
  - C. Hire and lay off employees, as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire or retain employees who have special training, and/or skills, and/or knowledge, and/or who have previous maintenance or modification experience. With respect to hiring, where an exclusive referral system applies the applicant who is first on the out of work list, if applicable, possessing such attributes shall be referred by the appropriate local union.
  - D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
  - E. Determine work methods and procedures.
  - F. Determine the need and number of foremen without regard to foremen ratios in local agreements, name the foremen and to require foremen to

work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. In the case of multi-craft crews a foreman may act in this capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job.

- G. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement.
  - H. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
  - I. Discharge, suspend, or discipline employees for proper cause.
2. The Contractor may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
  3. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.
  4. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to projects under this Agreement that terms and conditions in local collective bargaining agreements do not apply.
  5. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.
  6. Questions arising over, or disputes concerning, the application and intent of this Agreement are subject to review by the Power House National Committee ("PNC") or the Power House Area Committee ("PAC") as appropriate to determine whether or not there has been exploitation of stipulated prerogatives. These Committees shall function as set forth in Exhibit B hereto as amended from time to time which is, and shall be, incorporated herein.

### **ARTICLE III: UNION SECURITY AND REFERRAL**

1. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Local Unions will be contacted and shall refer all applicants for employment to the project according to the standards or criteria uniformly applied to maintenance projects in the area.
2. The Work that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the Work is of an urgent nature, and therefore, will require at times, the acceptance of extreme fluctuations in labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to cause the manpower requirements of the Contractor to be fulfilled. In urgent circumstances the Unions agree that the Contractor, once having requested personnel from a Local Union, may temporarily assign employees already at the facility from one or more other crafts to assist the designated craft in performing the Work until the Local Union having jurisdiction has complied with the request for personnel. If insufficient skills are available at the facility the Contractor may transfer existing employees working under this Agreement from other facilities inside or outside of the territory of the Local Union having jurisdiction. With respect to transfers from facilities outside of the territory of the Local Union having jurisdiction, such transfers will be voluntary on the part of the employee. Also, the Contractor will pay travel expenses and the transferred employee(s) will receive the higher rate of pay between the two locations. Once the Local Union having jurisdiction has furnished the requested personnel, the substitute personnel will be replaced by them. This craft interchange will be ad-hoc in nature and will in no way set precedent for jurisdictional assignments by the Contractor.
3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.
4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.
5. Any employee, who, at his/her time of employment is a member in good standing of a Union shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in that Union.
6. The Contractor agrees to be bound by the hiring and book-classification layoff practices, if applicable, in the local area not inconsistent with the terms of this Agreement. In cases where a Contractor is signatory to an established national agreement with a Signatory International Union that contains provisions that supersede the referral terms in that Union's local agreements, such provisions will apply at locations agreed to by a representative of the International Union.



7. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this Agreement.
8. An employee who resigns from work at any project without sufficient notice to minimize the impact on critical work will not be hired with any other Contractor which has signed an LOA for a period of 30 days following the date of resignation. However, the application of this provision to a particular employee may be waived when the Contractor which had employed the employee prior to resignation and the respective Local Union in the area where the employee wishes to work mutually agree that the individual can be hired. Such agreement shall not be unreasonably withheld.

**SECTIONS 4 AND 5 DO NOT APPLY IN STATES WITH RIGHT TO WORK LAWS.**

**ARTICLE IV: NON-DISCRIMINATION**

The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or age or disability.

**ARTICLE V: SCOPE OF WORK**

1. This Agreement covers only that Work assigned by the Owner to the Contractor on the project or projects identified in Exhibit A and performed by the employees of the Contractors covered by this Agreement.
2. The Work covers all maintenance and modification work inside the confines of the facility that pertains to the production of electricity. Routine facility maintenance to the administration building and warehouses, and other similar non-building trades type commercial work is excluded, but may also be performed by employees covered by this Agreement if assigned to the Contractor.
3. The Unions and the Contractor understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the Work necessary on the project. It is understood that all maintenance and modification Work at the facilities listed in Exhibit A not done by the Owner or its affiliates shall be done by employees represented by a Union except for technical specialties.
4. It is understood that when the Contractor subcontracts any Work, the subcontractor shall be required to execute an LOA except for technical

specialties. This procedure shall apply to all tiers of subcontracting.

#### **ARTICLE VI: DEFINITIONS**

1. The term “modification”, used in this Agreement and in connection with maintenance-modification, is Work required to add to or renovate existing systems or facilities.
2. The term “maintenance”, used in this Agreement and in connection with maintenance-modification, is Work not of an operational support nature but which is required to restore, by replacement of parts, existing equipment and facilities to efficient operating condition.
3. In the event that a dispute arises as to whether a Work operation is within the scope of this Agreement, the matter shall be referred to the PNC for resolution which shall have authority to render a decision with effect only from the date of the decision.

#### **ARTICLE VII: GRIEVANCE PROCEDURE**

All grievances that may arise on any Work covered by this Agreement must be filed in writing with the Contractor within ten (10) working days after the occurrence of events giving rise to the grievance, and shall be handled in the following manner:

**Step I:** Within five (5) working days of such filing a meeting shall be held between the aggrieved employee, the employee’s craft Steward and the Jobsite Representative, and a representative designated by the Contractor. It is understood that the Jobsite Representative shall have permission to phone the Office of the Administrator of the General Presidents’ Maintenance Committee for guidance in any situation that may arise during working hours. On grievances involving disciplinary action against employees or disputes relative to wages and fringe benefits applicable under this Agreement a representative of the Local Union shall be included in Step I.

**Step II:** If the grievance is not finally settled in Step I, within five (5) days of its referral to Step I it shall be considered in a meeting between an International Union Representative, the Local Union Representative and the Labor Relations Manager of the Contractor.

**Step III:** If the grievance is not satisfactorily settled within five (5) working days after the start of Step II, the information prepared for Step II plus any other supplemental information, facts, or positions developed in Step II shall be submitted in writing to the Power House Area Committee (“PAC”), to be considered as set forth in Exhibit B hereto.

## **ARTICLE VIII: WORK ASSIGNMENTS**

1. The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the owner the skills and expertise the Building and Construction Industry has to offer regarding maintenance and modification Work under this Agreement.
2. Project maintenance conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.
3. Jurisdictional disputes shall be resolved pursuant to Article XXIV.
4. In the event that an urgent condition arises, or a situation where an individual or individuals receive their administrative limit of radiation during the shift that would not warrant "call in" of other employees, or others could not be reached, the Contractor shall have the right to assign those on the shift to such work which is necessary. The Contractor agrees that in such cases where practical the Work will be assigned on the basis of craft jurisdiction.
5. The Contractor and Union(s) agree to a composite crew in an urgent situation. Such work shall be defined as non-scheduled outages not to exceed forty-eight (48) hours.

## **ARTICLE IX: JOBSITE REPRESENTATIVE**

1. The Administrator of the General Presidents' Project Maintenance Agreement by Contract ("GPPMA Administrator") shall designate one (1) union Jobsite Representative for each project. The Jobsite Representative shall have the qualifications to provide leadership and maintain harmonious relations among employees and with all Contractors at the project which have signed an LOA and shall conduct business in a respectful and business-like manner. The Jobsite Representative shall be a qualified working craftsman, designated to act as a representative of the General Presidents' Committee on Contract Maintenance relative to the application of the Agreement with Contractors on the project which have signed an LOA.
2. The Jobsite Representative shall be allowed a reasonable amount of time during the work day to conduct union business and shall have access to a telephone to contact the GPPMA Administrator when in need of assistance or direction. His union duties shall not unduly interfere with the performance of his work assignments.

3. The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay. The Jobsite Representative shall also be guaranteed forty (40) hours per week.
4. The Jobsite Representative shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. The Administrator shall be notified by the Contractor prior to the Jobsite Representative being laid off or terminated.

**ARTICLE X: LOCAL UNION REPRESENTATIVES**

1. Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible
2. Each Local Union shall designate a working journeyman from the current employees of the Contractor as a Steward. The Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. Each Steward shall be concerned solely with the employees of the Contractor. The role of the Steward is to represent employees in the craft in Step I of the grievance procedure.
3. The Steward shall be the last journeyman to be laid off in the craft, provided that he/she is qualified to perform the required work. When there are only two craftsmen of the same discipline remaining on the job site working for the Contractor and one is the Jobsite Representative and the other is the craft Steward, should a further reduction in force be required, then the Jobsite Representative will be retained so long as the Work of the Contractor continues and provided that he/she is qualified to perform the required work. The Local Union shall be notified by the Contractor prior to the Steward being laid off or terminated.
4. If relations between the Steward or official of any Union and the Contractor become noncooperative, the Contractor may request that the Administrator of the GPPMA investigate the circumstances and take the necessary action to keep this Agreement enforced in good faith. Continuing problems will be resolved by the General Presidents' Committee on Contract Maintenance and the Contractor's representative. With respect to Stewards, prior to contacting the GPPMA Administrator, a request shall be made of the appropriate Local Union Representative to resolve the matter.

**ARTICLE XI: WAGE RATES AND PAYDAY**

1. Wage rates shall be 100% of the base wage scales, excluding fringe benefits, contained in the appropriate local or areas agreements that have been

negotiated by the recognized bargaining agents covering the type and classification of Work to be performed at the facility where the Work is to be performed.

2. Fringe benefits as negotiated in the appropriate local and/or national working agreements shall be paid in addition to specified wage rates. Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employee are required. This includes health & welfare funds, annuity, vacation, apprenticeship, training funds, and pension funds. Construction industry promotional funds are not payable under terms of this Agreement.

With regard to fringe benefits, the Contractor adopts and agrees to be bound by the written terms of legally established trust agreements, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. Nothing contained in this language is intended to require the Contractor to become a party to, nor be bound by a local collective bargaining agreement, except for the employee benefit fund contributions as required herein, nor is the Contractor required to become a member of any employer group or association as a condition for making such contributions.

If any trust fund covered by the terms and conditions of this agreement has not adopted the Construction Industry Exemption authorized by Section 4203(B)(1)(ii) of the Employee Retirement Income Security Act of 1974, as amended, 29U.S.C. 1383(b)(1)(B)(ii), the Contractor will not be obligated to hire employees covered by such fund.

3. In addition, each Contractor performing work under this Agreement shall be required to contribute to the General Presidents' Project Maintenance Agreement by Contract Labor-Management Trust Fund. Such contributions shall be made on an annual basis. The amount to be contributed shall be determined by the Fund Trustees. Payment shall be made within thirty (30) days of notification by the General Presidents' Committee on Contract Maintenance to the Contractor of the amount owed.

The failure of the Contractor to comply with the provisions of this paragraph shall constitute a breach of the Agreement, and any such debt due and owing to the Fund may be recovered by suit, initiated by the Fund or its assignee.

4. For purposes of this Agreement, wage premiums established under local and/or national agreement affecting work such as hazard pay, acid pay, high or low work, radiation area, wearing of a dosimeter, protective clothing or respirator and other similar premiums shall not be applicable to this Agreement.

Unless otherwise provided for within this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

When zone type wage structures are established in the area of the project, the project for the purposes of the Agreement will be considered as if it was within the area of the base zone rate.

5. Wages will be paid weekly, the payroll period to close so that no more than three (3) days will be held back and payments to be made before the end of the employees' shifts.
6. Lay off is pay off – Terminated employee shall be paid for the full amount owed on the day of his termination. The Contractor shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for his final pay. An employee who quits without giving sufficient notice to the Contractor shall be paid on the regular payday at the jobsite, or may have his final pay mailed to his address of record.
7. The Contractor will comply with all local and national apprenticeship standards established by the Joint Apprenticeship Training Committee.

#### **ARTICLE XII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE**

All time worked by an employee before and after the employees regularly established shift hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and Holidays stated in Article XV shall be paid for at the rate of double time. There shall be no pyramiding of overtime.

#### **Meal Allowance**

When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift the Contractor will arrange either to have him receive one (1) hot meal or give him \$8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

Meal allowance is only applicable to unscheduled overtime.

#### **ARTICLE XIII: STANDARD DAY SHIFT SCHEDULES**

1. The standard day shift shall be an established consecutive eight (8) hour period between the hours of 6 a.m. and 5:30 p.m. exclusive of a thirty (30) minute unpaid lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive.

The scheduled start of the day shift on Monday establishes the start of the workweek. Each day consists of the 24-hour period immediately following the scheduled start of the day shift. For example, if the start of the day shift on Monday were 7:00 a.m. each day would be defined as follows for pay purposes:

Monday	7:00 a.m. Monday to 6:59 a.m. Tuesday
Tuesday	7:00 a.m. Tuesday to 6:59 a.m. Wednesday
Wednesday	7:00 a.m. Wednesday to 6:59 a.m. Thursday
Thursday	7:00 a.m. Thursday to 6:59 a.m. Friday
Friday	7:00 a.m. Friday to 6:59 a.m. Saturday
Saturday	7:00 a.m. Saturday to 6:59 a.m. Sunday
Sunday	7:00 a.m. Sunday to 6:59 a.m. Monday

2. On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union involved shall mutually agree to such changes. Such agreement shall not be unreasonably withheld.
3. Job site conditions sometimes warrant a change in the regular lunch period. Where critical Work progress may be enhanced by maintaining work continuity the Contractor may accelerate or delay the lunch period for employees involved in the critical Work. If an employee is required to take a lunch break more than one (1) hour prior to or more than one (1) hour beyond the employee's regularly scheduled lunch period, the employee shall be paid for working through the employee's scheduled lunch period at the appropriate premium rate and be given a one-half (1/2) hour period for lunch.

**ARTICLE XIV: NONSTANDARD SHIFT WORK SCHEDULES**

1. When so elected by the Contractor, nonstandard shifts of at least three (3) consecutive work days duration as scheduled by the Contractor may be worked. When nonstandard shifts are worked, the A shifts shall be established on an eight (8) hour basis and shall be scheduled to start between 6:00 a.m. and 9:00 a.m.; the B shifts shall be established on a seven and one-half (7½) hour basis and shall be scheduled to start between 9:01 a.m. and 8:00 p.m.; and the C shifts shall be established on a seven (7) hour basis and shall be scheduled to start between 8:01 p.m. and 5:59 a.m. In each case the employee shall receive a one-half (1/2) hour unpaid lunch period. It is understood that there can be multiple A, B, and C shifts starting at different times. "A", "B", and "C" shifts may exist independently and are not dependent on the existence of other shifts (e.g. there can be a "C" shift without an "A" or "B" shift.)

The total straight time pay for the B and C shifts shall be equivalent to eight (8) times the employee's straight time hourly rate.

Where nonstandard shifts are established, the scheduled start of the shift on which a majority of hours are worked on Monday establishes the start of the workweek for that shift. Each day for that shift consists of the 24-hour period immediately following the start of the shift. For example, if the start of the C shift for the week is Sunday at 11:00 p.m., each day would be defined as follows for pay purposes:

Monday	11:00 p.m. Sunday to 10:59 p.m. Monday
Tuesday	11:00 p.m. Monday to 10:59 p.m. Tuesday
Wednesday	11:00 p.m. Tuesday to 10:59 p.m. Wednesday
Thursday	11:00 p.m. Wednesday to 10:59 p.m. Thursday
Friday	11:00 p.m. Thursday to 10:59 p.m. Friday
Saturday	11:00 p.m. Friday to 10:59 p.m. Saturday
Sunday	11:00 p.m. Saturday to 10:59 p.m. Sunday

If the hours worked on a scheduled shift spans two (2) calendar days equally, the employee shall be considered as working on the calendar day on which the shift begins.

The determination of the start times of the shifts is the prerogative of the Contractor. The Contractor is required to give three (3) working days notification to the appropriate Local Unions prior to shift implementation except where emergency or unforeseen circumstances require immediate action. Call-ins per Article XVI shall not be deemed to establish a shift.

2. When an employee is assigned to a newly established shift or to an existing shift different from the employee's current shift, if the new start time is within twenty four (24) hours from the start of the employee's previously scheduled shift, the overtime provisions of Article XII shall on that day only apply to hours worked prior to the start time of the employee's previously scheduled shift. In the case of a newly established shift, this shall constitute the beginning of the three (3) consecutive workday requirement.

Shift changes at the direction of the Contractor shall not result in the loss of workdays to an employee. The number of craft workers and/or crafts may be increased or decreased, as workload requires, with no requirement that an individual craft work the three (3) full days.

Unnecessary fluctuation of the three (3) consecutive work day provision or of the shift staffing levels shall be deemed a violation of the shift provisions to circumvent the regular overtime provisions of this Agreement and, if so deemed by the PAC shall result in all affected employees on such shifts being paid at the appropriate overtime rates.

3. When necessary to operate scheduled shifts with hours in excess of those set forth in Article XIII or Article XIV-1, these shifts shall be on a temporary basis of at least three (3) consecutive days duration as scheduled by the Contractor. Pay for these shifts shall be as follows: for A shifts eight (8) hours pay for the first eight (8) hours worked; for the B shifts eight (8) hours pay for the first seven and one-half (7 ½) hours worked; for C shifts eight (8) hours pay for the first seven (7) hours worked. Included in each is a one-half (1/2) hour unpaid lunch. In addition for all hours worked in excess of eight (8), seven and one-half (7 ½), and seven (7) respectively, the employee shall receive the applicable overtime rate.

The scheduled start of the shifts on the day that is regarded as Monday herein establishes the start of the workweek. Each day consists of the 24-hour period immediately following the scheduled start of the shift. For purposes of



determining on which day hours are worked when shifts span two (2) work days, the calculation should be based on the majority of the first 8, 7-1/2 or 7 hours worked for A, B and C shifts, respectively, and if these hours span two (2) days equally, the employee shall be considered as working on the calendar day on which the shift begins.

4. There shall be no other shift premiums.
5. The premium hours of A, B, and C shifts shall be after the initial eight (8), seven and one-half (7 ½), and seven (7) hours are worked.
6. Other shift work arrangements may be implemented by mutual agreement between the Contractor and the Local Union. Work schedules and premium time criteria shall be agreed to prior to implementation.

#### **ARTICLE XV: HOLIDAYS**

1. The following seven (7) days shall constitute the legal holidays within the terms of this Agreement:

New Year's Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Thanksgiving Day Friday  
Christmas Day

These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time.

2. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.

#### **ARTICLE XVI: REPORTING PAY AND CALL-INS**

1. **Reporting Pay**

When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two (2) hours reporting time.

When employees start to work they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractor's prerogative whether or not to stop work.

If any employee refuses to start or stops work on his/her own volition, the minimum set forth herein shall not apply.

Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday or regularly scheduled 6<sup>th</sup> or 7<sup>th</sup> days off on a staggered work week schedule, or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, (i.e. time and one-half (1-1/2) for Saturdays and double time (2x) for Sundays and holidays, for staggered work schedules, time and one-half (1-1/2x) for 6<sup>th</sup> days and double time (2x) for 7<sup>th</sup> days.)

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday, Sunday or their regularly scheduled day(s) off on a staggered work week schedule.

## 2. **Call-Ins**

A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday.

Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate with respect to those hours worked prior to the start of the normally scheduled shift.
- B. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.
- C. If there is an overlapping of a worker's time from the fifth (5<sup>th</sup>) day to the sixth (6<sup>th</sup>) day, the sixth (6<sup>th</sup>) day to the seventh (7<sup>th</sup>) day or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4) hour plan as outlined in the sub-section (b) above at the applicable overtime rate, but at no time will he/she received the four (4) hour guarantee more than once for any one Call-in.
- D. On a Call-in when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his/her own and without the

approval of the Contractors representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four (4) hour minimum conditions shall not apply.

#### **ARTICLE XVII: TOOL ROOMS**

1. The Contractor and the Unions agree that it shall be the owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.

Craft personnel who customarily provide their own tools and equipment shall provide the same tools and equipment under this agreement.

2. In the event that the Contractor establishes area tool rooms and warehouses, these tool rooms and warehouses will be manned under the terms of this Agreement.

#### **ARTICLE XVIII: FIRST AID, SAFETY AND WORKERS' COMPENSATION**

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the project.

The Contractor shall furnish such personal protection equipment that would be considered consumable or re-usable such as; hearing protection, fall protection harnesses, gloves, hardhats, non-prescription safety glasses and goggles, etc. The Employee shall furnish such personal protection equipment that is personalized to the employee and will be retained by the employee such as safety shoes (when required by the project) and prescription safety glasses.

2. The parties recognize Contractor's objective to provide a safe workplace for employees employed under this Agreement. It is understood that a joint Contractor and Union collaborative effort is required to optimize safety in the workplace. The Unions agree that at the Contractor's request to participate in joint labor-management accident prevention programs. Such programs will be developed and may be based on the following criteria:
  - A. Orientation for Contractor employees on the importance of safety and health programs and the individual employee's commitment and responsibility.
  - B. Hazard recognition training for Contractor supervision and employees.

- C. Joint labor-management self-inspection and hazard recognitions processes as allowed by state and federal regulations.
  - D. Utilization of safety incentive awards for excellent safety performance by Contractor employees.
3. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any owner mandated substance abuse program.
  4. The parties recognize that measures must be taken to minimize workers' compensation insurance losses and costs. The Contractor and Unions agree that workers' compensation orientation and educational sessions and special accident prevention programs may be provided for Contractor employees, that programs may be developed to expedite the resolution of claims and reduce costs related to workers' compensation insurance, and that procedures may be implemented to safely return injured employees to any available, alternate productive work as expeditiously as possible.

The Employer and Local Unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties to the extent permitted by law.

#### **ARTICLE XIX: PROJECT RULES AND REGULATIONS**

1. It is agreed that the Contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.
2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.
3. Violations of the project rules and regulations are just cause for disciplinary action subject to Article VII (Grievance Procedure) of the Agreement.

#### **ARTICLE XX: PROTECTIVE LEGISLATION**

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

**ARTICLE XXI: PRE-JOB CONFERENCE AND PERIODIC CONFERENCES**

1. In keeping with the spirit and intent of the Agreement, the Contractor agrees to provide the Unions with the opportunity for a pre-job conference prior to starting Work on the project. Where appropriate an alternative mode of communication can be utilized such as teleconference or video conference.
2. Periodic Conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

**ARTICLE XXII: GENERAL SAVINGS CLAUSE**

1. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions of this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.
2. It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this Agreement should arise, such liability shall be several and not joint.

**ARTICLE XXIII: WORK STOPPAGES**

THERE SHALL BE NO STRIKES, SYMPATHY STRIKES, WORK STOPPAGES, PICKETING OR SLOW DOWNS, BY THE UNIONS OR THEIR AFFILIATES INCLUDING BUT NOT LIMITED TO THEIR LOCAL UNIONS OR EMPLOYEES AGAINST THE CONTRACTOR OR ANY OTHER CONTRACTOR(S) PERFORMING WORK ON THE PROJECT SITE THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR(S).

**ARTICLE XXIV: RESOLUTION OF JURISDICTIONAL DISPUTES**

1. When a jurisdictional dispute over an assignment of Work arises, the Local Union challenging the assignment or the Contractor directly affected by the dispute shall notify all affected parties; i.e., Unions and Contractor, by email or fax that a dispute exists.
2. Within two (2) days after receiving such notice, the Contractor and Local Unions shall meet to attempt to resolve the dispute.

3. In the event that the dispute is not resolved at said meeting, the matter shall be referred to the Signatory Unions with which the Local Unions are affiliated and they and the Contractor shall have the opportunity to resolve the dispute.
4. If the dispute is not resolved pursuant to the provisions of Article XXIV-3, within five (5) days of the notice set forth in Article XXIV-1, the matter shall be referred by email or fax by any Union or Contractor directly involved in the dispute for arbitration to the Impartial Arbitrator designated to resolve other issues under this Agreement. This individual will also serve as Impartial Arbitrator to resolve jurisdictional disputes under this procedure.
5. The Arbitrator will set and hold a hearing as soon as possible but no later than seven (7) days of the referral to him. The Arbitrator shall notify the Contractor and the Local Unions, and the appropriate Signatory Unions by email or fax of the place and time chosen for the hearing. A failure of any party or parties to attend said hearing without good cause, as determined by the Arbitrator, shall not delay the hearing of evidence or issuance of a decision by the Arbitrator. The time periods set forth in Sections XXIV-1 through XXIV-5 can be extended by mutual agreement of the parties to the dispute in writing.
6. The Arbitrator shall issue his or her decision within five (5) working days after the case has been closed. The decision of the Arbitrator shall be final and binding on all parties to the dispute.
7. In rendering his decision, the Arbitrator shall determine first if the Work is modification or maintenance. If the Work is modification the Arbitrator shall render the decision utilizing the criteria in use at the time by the Signatory Unions for settling jurisdictional disputes in the construction industry. If the work is maintenance the Arbitrator shall consider the competency of the craft required to complete the Work safely and effectively; and because efficiency, cost, continuity, and good management are essential to the performance of the work. The Arbitrator shall also consider the interest of the Owner, the consumer, the past practices of the Contractor and area practice.
8. The Arbitrator is not authorized to award back pay or any damages for a misassignment of work. Nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.
9. Each party to the arbitration shall bear its own expense for the Arbitration. The Arbitrator's services will be paid for by the Owner.

#### **ARTICLE XXV: TRAINING AND SCREENING**

1. An individual who is required to satisfactorily demonstrate his or her ability to perform certain tasks through examination or test (e.g., welding tests), and/or demonstrate expertise determined by the Contractor to be necessary to perform nuclear maintenance and modification work (e.g., electrical splices, mechanical

conditions), and/or to satisfactorily complete the requirements for nuclear plant access (e.g., Fitness-for-Duty Requirements, Access Authorization Requirements, Nuclear General Employee Training), shall be paid for that time required to complete training and/or take the exam or test as determined by the Contractor only upon successful completion of Fitness for Duty screening requirements.

2. The Parties agree to maximize the amount of pre-access training and screening that is done in non-outage periods. To this end the Parties agree to participate in pre-access training and screening programs established by the Owner that are applicable to in-processing activities. All pre-access training and screening, such as but not limited to drug testing, Fitness for Duty, Nuclear General Employee Training, security access clearances, etc. required to work on the site, shall be done without compensation to the employee. An individual who successfully completes the pre-access training and screening as determined by the Contractor will be eligible for hiring bonuses as included in the programs as developed above.

It is understood that the employment relationship does not commence during the period of the training and screening activities set forth in this paragraph 2 and that participation in such activities shall not be construed as an offer of employment. Individuals participating in such activities may be required to execute an acknowledgement confirming the foregoing. Nothing herein shall constitute a guarantee of employment.

#### **ARTICLE XXVI: CRAFT MAINTENANCE SKILLS TRAINING**

The Parties recognize the importance of skills improvement and focused training for critical power plant maintenance and modification projects. The Unions agree to make available and participate in existing craft training and qualification programs (i.e. Nuclear Mechanic Apprenticeship Process, Smart Mark, welder testing and other safety and skills training programs) at no cost to the Contractor or Owner.

The Parties shall cooperate in the appropriate establishment of skills improvement and focused training programs (i.e., human performance, craft leadership skills, work task specific, process safety management (PSM), mock-up training, etc.) designed for specific power plant maintenance and modification projects.

#### **ARTICLE XXVII: TERM OF THE AGREEMENT**

This Agreement shall be in full force and effect for a period of one (1) year from the date of approval by the General Presidents' Committee on an LOA and shall continue from year to year thereafter unless sixty (60) days notice of termination is given by either party.

This Agreement may be modified or new Appendices may be created or modified by amendment pursuant to a majority vote of the General President's Committee. When so

approved by that Committee, commencing on the date of adoption, the amendment shall in accordance with its terms be in full force and effect for all current and future signatories to a LOA.



EXHIBIT A

EXELON GENERATING AMENDMENT

The power generating facilities listed below owned or operated by Exelon Generation Company LLC are the locations where the Exelon Generating Amendment is applicable. Additions to this list are to be requested by Exelon and are effective when approved by the General Presidents' Committee. Deletions will be made to reflect changes in facility ownership or operation.

<b><u>Nuclear Generating Facilities</u></b>	<b><u>Fossil Generating Facilities</u></b>
Braidwood	Chester Combustion Turbines
Byron	Eddystone
Clinton	Cromby
Dresden	Delaware Combustion Turbines
LaSalle	Fairless Hills
Limerick	Schuykill
Oyster Creek	Croyden
Peach Bottom	Pennsbury
Quad Cities	Richmond Combustion Turbines
Three Mile Island	Southwark
	Moser
	Falls
	Southeast Chicago
	Conowingo
	Muddy Run
	New Boston
	Framingham
	West Medway

## EXHIBIT B

### POWER HOUSE COMMITTEES

This Exhibit B defines the functioning of the Power House National Committee ("PNC") and the Power House Area Committees ("PAC's") established under Article II, Paragraph 6 of the General Presidents' Project Maintenance Agreement for Exelon Generation Company, LLC Generation Facilities ("the Agreement"); establishes the administrative procedures applicable to PNC and PAC proceedings; provides that any and all questions arising over, or disputes concerning, the application and intent of the Agreement or questions over whether or not there has been an exploitation of the stipulated prerogatives shall be referred to the PACs and PNC, in accordance with Article II, Paragraph 6 and Article VII, of the Agreement; and refers disputes that arise as to whether or not a work operation is within the scope of the Agreement to the PNC for resolution in accordance with Article VI, Paragraph 3, of the Agreement.

The Unions and the Contractors agree that the PNC and PACs shall be dedicated to the preservation of the integrity, effectiveness, and administration of the Agreement. The PNC and PACs shall create forums for the orderly and equitable disposition of questions or disputes with respect to the Agreement as set forth herein.

#### ESTABLISHMENT AND AUTHORITY OF THE PNC

The Unions and Contractors agree to the establishment of a PNC. The PNC shall have the authority to render interpretations or clarifications of the meaning of terms in the Agreement. However, the authority of the PNC to render interpretations or clarifications of the meaning of terms in the Agreement shall not preclude PACs from interpreting the Agreement for the purpose of resolving disputes, except that if the PNC renders such an interpretation or clarification it shall be prospectively binding on all PACs. In the event that a dispute is referred to a PAC the resolution of which requires an interpretation of the Agreement and such interpretation is pending before the PNC, the PAC shall withhold action until the PNC has concluded its consideration of the matter. In the event that the PNC deadlocks on a question of interpretation which question is also involved in a dispute pending before a PAC, the matter shall be considered by the PAC for resolution only with regard to the parties to the dispute at the project where the dispute arose, as set forth herein.

#### ORGANIZATION AND PROCEDURE OF PNC

The PNC shall be comprised of twelve (12) individuals. The General Presidents' Committee shall designate five (5) individuals and five (5) individuals shall be from the Contractors. In the interest of continuity, these individuals shall serve on the PNC for an indefinite period of time. In the case of absence, the Union or Contractor members of the PNC may appoint alternates for their respective PNC members. The voting procedure used by the PNC to resolve a question shall be that of simple majority. Each member of the PNC (or alternate) shall have one vote. In addition there shall be two non-voting members of the PNC: the Administrator of the General Presidents' Project Maintenance Agreement by Contract and a representative of Exelon Generation Co., LLC ("Exelon Generation").

There shall be no proxy votes accepted. Meetings should be conducted with a minimum quorum of eight (8) voting members present. In all cases Contractors and Unions shall be

## EXHIBIT B

evenly represented within the voting members. A majority vote of the PNC shall represent a final and binding resolution to any question.

The PNC shall affirm a standing Impartial Moderator-Arbitrator (“IMA”) for the Agreement appointed by Exelon Generation for a period of one (1) year and shall be reaffirmed each year thereafter only by majority vote of the PNC Committee. The IMA who shall have no vote shall act as Moderator and Chair for all meetings of the PNC. The IMA shall be responsible for the convening, recessing, and adjourning all PNC meetings. PNC meetings shall be convened by the IMA upon written notice at a time and place determined by the IMA. The IMA shall keep the permanent record of all PNC proceedings. In the event of a change in the IMA, all permanent records will be transferred from one to the other. Matters may be referred to the PNC by a Contractor signatory to an LOA, Signatory Union, a PAC or at the request of the Owner.

The PNC may issue Bulletins of Clarification (“BOCs”) that shall be forwarded to, and consistently applied by, all PACs.

### ESTABLISHMENT AND AUTHORITY OF PACs

The Unions and Contractors agree to the establishment of PACs. The PACs will have authority over the Work performed under the terms of the Agreement at those generating stations listed in Appendix A within their geographical area. The PACs shall have authority to resolve questions concerning the terms of the Agreement. Each PAC shall be responsible for the implementation of the Agreement within its geographical area.

### ORGANIZATION AND PROCEDURE OF PACs

The geographical jurisdiction of a PAC shall be that area in which a local Building Trades Council has jurisdiction, provided that upon the request of the Owner, the geographical jurisdiction of a PAC shall extend to the geographical jurisdictions of multiple Building Trades Councils. The PACs shall each be comprised of a minimum of six (6) individuals with equal representation of labor and management. The Local Unions in each geographic area where a PAC has authority shall designate the required number of individuals from the Local Union representatives within that geographic area. An equal number of individuals shall be from the Contractors. In the interest of continuity, members of a PAC shall serve on the PAC for an indefinite period of time. In the event of absence, Union and Contractor members of a PAC may appoint alternates for their respective PAC members. The voting procedure used by the PAC to resolve a question shall be that of simple majority. Each member of the PAC (or alternate) shall have one vote.

There shall be no proxy votes. Meetings should be conducted with the minimum quorum as established by the PNC. In all cases Contractors and Unions shall be evenly represented within the voting members. A majority vote of the PAC shall represent a final and binding resolution to any dispute and shall be effective only with respect to the parties to the dispute at the project(s) involved. The IMA shall serve as the Moderator and Chair of all PAC meetings. An Exelon Generation representative shall be recognized as a participant at any PAC meeting.

## EXHIBIT B

Disputes concerning whether or not there has been an “exploitation of stipulated prerogatives”<sup>\*\*</sup> shall be placed before the PAC by the Unions or Contractors by letter to the IMA, with a copy to the counter party within the timeframe established in Step III of Article VII of the Agreement. The IMA shall be contacted and a mutually acceptable meeting date shall be established. The meeting shall be held within ten (10) standard working days (Monday through Friday) of the request to meet, unless time limits are mutually extended. The Union and Contractor parties to a dispute shall provide any necessary documents, testimony, other evidence and authority, at the meeting and shall be fully prepared to discuss and review the issues. The IMA shall keep the permanent record of all PAC proceedings. In the event of a change in the IMA all permanent records will be transferred one to the other.

In the event that the PAC should deadlock and not be able to resolve a question at the PAC meeting, then the dispute will be referred to the IMA who shall set a date for an evidentiary hearing not later than twenty-one (21) working days from the PAC meeting, or such later date agreed to by the disputing parties, in order to render a decision concerning the dispute. In order to assure that the IMA is fully apprised of all facts and issues relative to any proceeding, the IMA may ask questions and review documents germane to such proceeding. The IMA shall conduct the hearing in accordance with generally recognized arbitration procedures.

Decisions of the IMA shall be reduced to writing and issued to the PAC and parties within thirty (30) working days of the hearing, or such later date agreed to by the disputing parties. Decisions of the IMA shall be final and binding on the disputing parties. The IMA’s decision shall be effective only with respect to the parties to the dispute at the project(s) involved. The IMA shall have no authority to change, amend, add to, or detract from any of the provisions of the Agreement.

### COSTS

Exelon Generation has informed the parties that all fees and expenses of the IMA shall be paid by it, in order to encourage use of the PNC and PAC forums and to assure the neutrality of the IMA.

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\* An unjust or improper use of a condition or requirement that is an exclusive right or privilege.

## APPENDIX A

### **OPERATIONS REVIEW COMMITTEE**

When a Contractor is assigned work at a generating facility or facilities on a long term and/or repetitive basis and has identified that the work practices at a facility or across various facilities for the same type of work task or operation is sufficiently diverse and/or has developed with inefficient methods or work splits and there is a benefit to the Owner in a consistent and/or efficient approach to the work task or operation and the Contractor by its actions alone can not resolve such disparities, the Contractor may request the PAC(s) having authority over the identified facilities for invocation of this Appendix. Such request shall include a summary of the work with the benefit to be derived from application of this Appendix and the generating facilities for which the Appendix is to be considered. Upon such request the PAC(s) shall promptly appoint members to an Operational Review Committee “(OR Committee)” to review the maintenance or modification task or operation being performed to assure that it is efficient, cost effective and in keeping with the intent of the Exelon Generating Amendment.

- I The OR Committee(s) may be comprised of Local Union, Contractor and Owner representatives.
- II The OR Committee(s) shall promptly meet as necessary to review the subject maintenance and modification task or operation.
- III Should the OR Committee determine that the task or operation is not efficient, cost effective or not in keeping with the intent of the Exelon Generating Amendment, it will submit the results of its findings along with recommendations for corrective actions to the PAC(s) for implementation.

## APPENDIX B

### MANDATORY EIGHT STRAIGHT TIME

#### ATTENDANCE PROGRAM

It is understood and agreed that excessive absences and tardiness by employees adversely affects the performance of work and imposes a burden on the Contractor and other employees. It is also understood that the Contractor is responsible for control of absenteeism with the full support of the Local Union. However, when a Contractor is assigned work and there is a concern over the impact of absenteeism and tardiness on the work that has not been alleviated by the above, the Contractor may request a Union for invocation of this Appendix. Such request shall include a summary of the work, the timeframe, and the generating facilities for which the concern exists. Upon approval of the Union this Appendix shall be in full force and effect for the Contractor at the specified facilities for the specified timeframe.

- I A Mandatory-Eight program of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness. It is only authorized when approval is given by a Union for a specific project as set forth above. It is not intended to make-up straight-time hours missed due to weather interruptions, interruptions due to job-site circumstances, shift-assignment changes that have caused the employee to work less than forty (40) hours of straight time.
- II Monday through Friday straight-time hours will constitute the mandatory hours an employee must work in order to receive overtime pay during scheduled overtime. If an employee misses any of the mandatory straight-time hours, through no fault of the Contractor the worker will work the scheduled overtime hours at straight-time until the hours missed are made-up.
  - A) In the event the straight-time hours are the first eight (8) hours worked during the shift, the next scheduled overtime hours will constitute the straight-time make-up period.
  - B) In the event the straight-time hours are the first ten (10) worked, as in a 4-10's schedule, the next scheduled overtime hours will constitute the straight-time make-up period
  - C) In the event that overtime is not previously scheduled, but is required as a matter of circumstance, the employee will work those hours at the appropriate overtime rate,
  - D) This policy will be applied to all late arrivals and early quits of a full one (1) hour or more, or absences, with the following exceptions:
    - 1) A worker who notifies the employer in advance of his intended absence and returns to the job site with a proper medical documentation for the absence will resume his or her schedule without penalty.

- 2) A worker who is late, absent or quits early because of a requirement to serve on a jury, participate in a national guard or military reserve activity, or other such similar requirements, and returns to the job site with proper documentation from the institution that required the absence, will resume his or her schedule without penalty.
  - 3) A worker who notifies the employer in advance of his intended absence due to an immediate family member's need for assistance in seeking medical attention or due to a family member's death, and who returns to the job site with proper medical documentation that said family member was treated as described, or was deceased, and that the worker missed work because of this, will resume his or her schedule without penalty,
  - 4) A worker who receives authorization (not to be unreasonably withheld) from the employer in advance for time to take care of personal business will resume his or her schedule without penalty.
  - 5) A worker who is absent or late or quits early due to compelling circumstances beyond his or her control will resume his or her schedule without penalty.
  - 6) A worker participating in an appropriate apprenticeship program which results in the workers being late, leaving early, or absent may resume his or her schedule without penalty.
- III The Contractor will apply the conditions listed from II. D1 through D6 without deviation, to all employees covered by this Agreement.
- IV Should there be an error in time-keeping which results in an unintended payment of overtime pay to an individual who should not have received that pay because of lost straight-time hours, and the pay period has ended, the employee will work the next scheduled overtime hours at straight-time to make-up the lost time in the previous pay period. If the employee has left the job, there will be no further requirement for repayment of that money.
- V Should there be an error in time keeping which results in an unintended conversion of overtime hours worked by an individual to straight-time hours, the employee will be reimbursed the appropriate amount immediately.
- VI Chronic late arrivals, early quits, or absences will be dealt with through the employer's disciplinary policies.

## APPENDIX C

### **CRAFT MOBILITY**

When a Contractor is assigned Work that is to be performed at multiple generating facilities and the nature of the work is that the performance would benefit from the flexibility to have mobility of the workforce that provides continuity of employment during the outage season between generating facilities (a "Mobile Craft Workforce") the Contractor may request the Local Unions and Union of a craft for establishment of a Mobile Craft Workforce. Such request shall include a summary of the work with the benefit to be derived from this Appendix, an estimate of the number of employees represented by the Union/Local Union to be involved in the Mobile Craft Workforce, the timeframe and the facilities for which the Appendix shall be in effect. Upon approval of the Local Unions or the Union this Appendix shall be in full force and effect for the Union, Local Unions, the Contractor, and the Contractor's employees at the specified facilities for the specified timeframe.

- I The Mobile Craft Workforce shall be comprised of foremen and/or an adequate number of qualified craft workers necessary for the timely and proper manning and performance of the work. The Contractor will inform the Union of the estimated total number of foremen and/or craft workers represented by the Union that will be required for the Mobile Craft Workforce including their employment requirements. The Union will provide the Contractor with a list of individuals by craft and classification that are available to be employed by the Contractor as part of the Mobile Craft Workforce. When developing the list of craft available for the Mobile Craft Workforce, the Union will give preference to individuals that have previously worked in the Mobile Craft Workforce or have previous outage experience at the Owners generating facilities.
- II Once a Mobile Craft Workforce has been established the Contractor shall determine the deployment regarding the movement and assignment from facility to facility of employees as a group or as a portion of a group of the employees within the Mobile Craft Workforce.. The balance of the craft workforce for the outage season will be obtained through the referral provisions of Article III of the Agreement
- III It is understood that wage rate and fringe benefit disparities may exist from one generating facility to another, which may affect the movement of the Mobile Craft Workforce. Therefore, when the Mobile Craft Workforce is implemented, the Contractor shall pay the individuals that are on the Mobile Craft Workforce the highest wage/fringe rate in effect at the generating facility of their home Local Union or the wage/fringe rate in effect at the generating facility where they are employed to perform the work, whichever is greater. It is understood that incidental travels between facilities to attend meetings, training, plan the work, etc. does not warrant a change in the pay rate for an employee. In addition, when individuals within the Mobile Craft Workforce are working at generating facilities other than a generating facility within the jurisdiction of their home Local Union, and travelling 50 miles each way to and from the project the Contractor shall pay those individuals a living expense of \$75.00 per day, subject to withholding for taxes. Said amount is subject to adjustment by the PNC to meet



## APPENDIX C

changed economic conditions, it being understood that in the event of deadlock, the matter shall not be resolved by the Impartial Arbitrator.

APPENDIX D

**RESOURCE POOLS**

When a Contractor or group of Contractors performing similar work is assigned work that is to be performed at a generating facility or multiple generating facilities and the nature of the work is that the performance would benefit from the flexibility to have access at those generating facilities to a workforce from within a craft of a Local Union or Local Unions that has obtained special skills of a specific nature or qualifications the Contractor may request the Local Union(s) for establishment of a Resource Pool of special skilled or qualified workers under the authority of this Appendix. Such request shall include a summary of the work with the benefit to be derived from this Resource Pool, the timeframe and the generating facilities for which the Appendix shall be in effect. Pursuant to an approved Memorandum of Understanding (sample provided below) containing the terms and conditions this Appendix shall be in full force and effect for the Local Unions, the Contractor(s), and the Contractor(s)'s employees at the specified generating facilities for the specified timeframe.

**Memorandum of Understanding**

**PREAMBLE**

The Contractor(s) and the Union listed below hereby adopt this Memorandum of Understanding for work on the [\_\_Provide Scope\_\_] at [\_\_Provide Listing\_\_] Exelon Generating stations.

**ESTABLISHMENT OF A [ \_\_ PROVIDE SPECIAL SKILL \_\_ ] RESOURCE POOL**

In order to support a high standard of maintenance for the [\_\_Provide Description\_\_] the Signatory Union agrees to an establishment of a [\_\_Provide Special Skill\_\_] Resource Pool (RP). The RP will be a group of individuals who have been evaluated as having the special skills and knowledge required to perform certain high quality maintenance work on the [\_\_Provide Scope\_\_].

The initial establishment of and later additions and deletions to the RP will be by mutual agreement of the Contractors and Local Union(s).

**RP REFERRAL PROCEDURE**

When planning for a project at a generating station the Contractor will contact the representative of the Local Union that has the generating station in its geographical area and identify the workforce requirements.

## APPENDIX D

The Local Union will continue to work with the Contractor including in advance of the project to identify intended referrals to the project.

The Local Union will only refer individuals who are in the RP.

**Note:** To provide an opportunity for additional individuals to gain the skills, knowledge, and experience required to be considered for the RP up to [\_\_provide number\_\_] percent of the workforce for the participating craft can be referred to the project by the Local Union from its members not in the RP. This percentage may be increased with mutual consent of the Contractor and the Local Union.

If unable to fulfill the requirements from its members in the RP, the Local Union may contact the other Local Union(s) participating in the RP for referral of their members to the Contractor.

If project workforce requirements still will not be fulfilled, the Contractor and Local Union will work together to identify other candidates for referral to the project. Such referrals shall be by mutual agreement.

## APPENDIX E

### **BASELINE MAINTENANCE**

When the Contractor is assigned work that will be performed continuously between scheduled outages (Baseline Period) that may include normal maintenance work tasks on equipment or systems not in service or tasks on operational systems and there is a benefit to a stable number of competent craft workers with a variety of skill sets, the Contractor may request the PAC having authority over the facility for invocation of this Appendix to establish a Baseline Maintenance Crew (BMC). Such request shall include a summary of the work, the intended craft, with the benefit to be derived from this Appendix, the timeframe and the generating facilities for which the Appendix shall be in effect. Upon approval of the PAC the terms of this Appendix shall be in full force and effect for the Local Unions, the Contractor, and the Contractor's employees at the specified generating facilities for the specified timeframe.

- I The Contractor will identify the types of tasks that are anticipated to be performed during a Baseline Period.
- II The Contractor will evaluate the cumulative craft manpower resources that will be necessary to complete the work during the Baseline Period.
- III The Contractor shall meet with the representatives of the Local Unions to establish the craft staffing requirements to encompass the skills necessary to perform all of the tasks as a fixed BMC.
- IV The Contractor shall attempt to assign work to the employees working within the BMC within their respective crafts consistent with operational needs. It is understood that work needs at the generating facility continually vary and BMC employees may be required to assist each other and hence work outside of their craft in performing work. Such work task assignments within the BMC will be flexible with safety and competency prevailing and shall not constitute a precedent for other jurisdictional assignments by the Contractor.
- V The Contractor will meet periodically within the Baseline Period with the Local Unions to determine if adjustments in the staffing of the BMC are warranted.

## APPENDIX F

### **LONG-TERM FULL COVERAGE SHIFTS**

When the Contractor is assigned long-term maintenance work of a nature that will require availability of workers on a continuous seven day per week basis and the staffing levels are anticipated to be stable, the Contractor may request the PAC for invocation of this Appendix to establish a permanent shift arrangement per the terms of this Appendix. Such request shall include a summary of the work with the benefit to be derived from this Appendix, the timeframe and the generating facilities for which the Appendix shall be in effect. Pursuant to the approval of PAC the terms of this Appendix shall be in full force and effect for the Local Unions, the Contractor, and the Contractor's employees at the specified generating facilities for the specified timeframe.

- I A staggered workweek may be requested under the terms of this Appendix. When a seven-day staggered workweek is established, it is understood that the employees shall receive two consecutive days off in lieu of Saturday and Sunday. If the employee works either of these two days the first regularly scheduled day off the employee shall receive time and one half the employee's regularly established rate; when an employee works the second day off, the employee shall receive two times the employee's regularly established wage rate. All other overtime payment shall be consistent with the terms of this Agreement. Within the concept of the staggered workweek multiple shifts may be established. The terms of Article XIV of the Agreement shall apply.
- II A four-cycle shift system may be requested under the terms of this Appendix.
  - A) The names of the workers employed on this shift rotation will be published showing shift rotation and the working shift or days off for each employee for a period of at least two months.
  - B) The permanent shift rate premium for the afternoon shift will be \$0.50 per hour, and the permanent shift rate premium for the night shift will be \$1.00 per hour.
  - C) The standard workday shall be eight hours of continuous employment including lunch period. Forty hours per week shall constitute a week's work. All time worked in excess of eight hours per workday shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first day shall be paid at the rate of time and one-half and the second scheduled day off worked shall be paid at the rate of double time.
  - D) The days off for the shift workers shall be two consecutive days per week in lieu of Saturday and/or Sunday
- III Other long-term full coverage shift arrangements may also be implemented under the terms of paragraph I of this Appendix. A full and complete description of the shift implementation schedule is to accompany the request.

## APPENDIX F

- IV This Appendix does not apply to employees hired to perform work specifically for an outage.